PUBLIC HEALTH SERVICE

PATENT LICENSE AGREEMENT–*NONEXCLUSIVE*

COVER PAGE

For internal use only:
Patent License Number: _____
Serial Numbers of Licensed Patents: _____
Licensee: _____
CRADA Number (if applicable): _____
Additional Remarks: _____
_____

This Patent License Agreement, hereinafter referred to as the "**Agreement**," consists of this Cover Page, an attached agreement, a Signature Page, Appendix A (Patent or Patent Application), Appendix B (Fields of Use and Territory), Appendix C (Royalties), and Appendix D (Modifications). This Cover Page serves to identify the Parties to this **Agreement** as follows :

1. The National Institutes of Health ("**NIH**") or the Centers for Disease Control ("**CDC**"), hereinafter singly or collectively referred to as "**PHS**," agencies of the United States Public Health Service within the Department of Health and Human Services ("**DHHS**"); and

2. The person, corporation, or institution identified above and/or on the Signature Page, having offices at the address indicated on the Signature Page, hereinafter referred to as "**Licensee**."

PHS PATENT LICENSE AGREEMENT—NONEXCLUSIVE

PHS and **Licensee** agree as follows:

1. BACKGROUND

1.01 In the course of conducting biomedical and behavioral research, **PHS** investigators made inventions that may have commercial applicability.

1.02 By assignment of rights from **PHS** employees and other inventors, **DHHS**, on behalf of the United States Government, owns intellectual property rights claimed in any United States and foreign patent applications or patents corresponding to the assigned inventions. **DHHS** also owns any tangible embodiments of these inventions actually reduced to practice by **PHS**.

1.03 The Assistant Secretary for Health of **DHHS** has delegated to **PHS** the authority to enter into this **Agreement** for the licensing of the rights to these inventions under 35 U.S.C. §§200-212, the Federal Technology Transfer Act of 1986, 15 U.S.C. §3710a, and/or the regulations governing the licensing of Government-owned inventions, 37 CFR Part 404.

1.04 **PHS** desires to transfer these inventions to the private sector through commercialization licenses to facilitate the commercial development of products and processes for public use and benefit.

1.05 **Licensee** desires to acquire commercialization rights to certain of these inventions in order to develop processes, methods, or marketable products for public use and benefit.

2. DEFINITIONS

2.01 "**Licensed Patent Rights**" shall mean:

a) U.S. patent applications and patents listed in Appendix A, all divisions and continuations of these applications, all patents issuing from such applications, divisions, and continuations, and any reissues, reexaminations, and extensions of all such patents;

b) to the extent that the following contain one or more claims directed to the invention or inventions claimed in a) above: *i)* continuations-in-part of a) above; *ii)* all divisions and continuations of these continuations-in-part; *iii)* all patents issuing from such continuations-in-part, divisions, and continuations; and *iv)* any reissues, reexaminations, and extensions of all such patents;

c) to the extent that the following contain one or more claims directed to the invention or inventions claimed in a) above: all counterpart foreign applications and patents to a) and b) above, including those listed in Appendix A.

Licensed Patent Rights shall *not* include b) or c) above to the extent that they contain one or more claims directed to new matter which is not the subject matter of a claim in a) above.

2.02 "**Licensed Product(s)**" means tangible materials which, in the course of manufacture, use, or sale would, in the absence of this **Agreement**, infringe one or more claims of the **Licensed Patent Rights** that have not been held invalid or unenforceable by an unappealed or unappealable judgement of a court of competent jurisdiction.

2.03 "**Licensed Process(es)**" means processes which, in the course of being practiced would, in the absence of this **Agreement**, infringe one or more claims of the **Licensed Patent Rights** that have not been held invalid or unenforceable by an unappealed or unappealable judgment of a court of competent jurisdiction.

2.04 "**Licensed Territory**" means the geographical area identified in Appendix B.

2.05 "**Net Sales**" means the total gross receipts for sales of **Licensed Products** or practice of **Licensed Processes** by or on behalf of **Licensee** and from leasing, renting, or otherwise making **Licensed Products** available to others without sale or other dispositions, whether invoiced or not, less returns and allowances actually granted, packing costs, insurance costs, freight out, taxes or excise duties imposed on the transaction (if separately invoiced), and wholesaler and cash discounts in amounts customary in the trade. No deductions shall be made for commissions paid to individuals, whether they be with independent sales agencies or regularly employed by **Licensee** and on its payroll, or for the cost of collections.

2.06 "**First Commercial Sale**" means the initial transfer by or on behalf of **Licensee** of **Licensed Products** or the initial practice of a **Licensed Process** in exchange for cash or some equivalent to which value can be assigned for the purpose of determining **Net Sales**.

2.07 "**Government**" means the government of the United States of America.

2.08 "**Licensed Fields of Use**" means the fields of use identified in Appendix B.

3. GRANT OF RIGHTS

3.01 **PHS** hereby grants and **Licensee** accepts, subject to the terms and conditions of this **Agreement**, a nonexclusive license to **Licensee** under the **Licensed Patent Rights** in the **Licensed Territory** to make and have made, to use and have used, and to sell and have sold any **Licensed Products** in the **Licensed Fields of Use** and to practice and have practiced any **Licensed Processes** in the **Licensed Fields of Use**.

3.02 **Licensee** has no right to grant sublicenses.

3.03 This **Agreement** confers no license or rights by implication, estoppel, or otherwise under any patent applications or patents of **PHS** other than the **Licensed Patent Rights** regardless of whether such patents are dominant or subordinate to **Licensed Patent Rights**.

4. STATUTORY AND PHS REQUIREMENTS AND RESERVED GOVERNMENT RIGHTS

4.01 **Licensee** agrees that products used or sold in the united states embodying **Licensed Products** or produced through use of **Licensed Processes** shall be manufactured substantially in the united states, unless a written waiver is obtained in advance from **PHS**.

5. ROYALTIES AND REIMBURSEMENT

5.01 **Licensee** agrees to pay to **PHS** a noncreditable, nonrefundable license issue royalty as set forth in Appendix C within thirty (30) days from the date that this **Agreement** becomes effective.

5.02 **Licensee** agrees to pay to **PHS** a nonrefundable minimum annual royalty as set forth in Appendix C. The minimum annual royalty is due and payable on January 1 of each calendar year and may be credited against any earned royalties due for sales made in that year. The minimum annual royalty for the first calendar year of this **Agreement** is due and payable within thirty (30) days from the effective date of this **Agreement** and may be prorated according to the fraction of the calendar year remaining between the effective date of this **Agreement** and the next subsequent January 1.

5.03 **Licensee** agrees to pay **PHS** benchmark royalties as set forth in Appendix C.

5.04 **Licensee** agrees to pay **PHS** earned royalties as set forth in Appendix C.

5.05 A claim of a patent licensed under this **Agreement** shall cease to fall within the **Licensed Patent Rights** for the purpose of computing the minimum annual royalty and earned royalty payments in any given country on the earliest of the dates that a) the claim has been abandoned but not continued, b) the patent expires, c) the patent is no longer maintained by the Government, or d) all claims of the **Licensed Patent Rights** have been held to be invalid or unenforceable by an unappealed or unappealable decision of a court of competent jurisdiction or administrative agency.

5.06 No multiple royalties shall be payable because any **Licensed Products** or **Licensed Processes** are covered by more than one of the **Licensed Patent Rights**.

5.07 On sales of **Licensed Products** by **Licensee** in other than an arm's-length transaction, the value of the **Net Sales** attributed under this Article 5 to such a transaction shall be that which would have been received in an arm's-length transaction, based on sales of like quantity and quality products on or about the time of such transaction.

5.08 As an additional royalty, **Licensee** agrees to pay **PHS**, within (60) days of **PHS**'s submission of a statement and request for payment, an amount equivalent to all patent expenses previously incurred by **PHS** in the preparation, filing, prosecution, and maintenance of **Licensed Patent Rights**, to be divided equally among all nonexclusive commercialization licensees of record as of the date the statement and request for payment is sent by **PHS** to **Licensee**. **Licensee** further agrees to pay **PHS** annually, within sixty (60) days of **PHS**'s submission of a statement and request for payment, a royalty amount equivalent to all such future patent expenses incurred during the previous calendar year divided equally among all nonexclusive commercialization licensees of record as of the date the statement and request for payment are sent by **PHS** to **Licensee**. Fifty percent (50%) of the cumulative amount of the payments due under this Paragraph 5.07 may be credited against royalties due under Paragraph 5.03; however, the net royalty payment in any calendar year may not be lower than the minimum annual royalty specified in Appendix C. **Licensee** may elect to surrender its rights in any country of the **Licensed Territory** under any **Licensed Patent Rights** upon sixty (60) days' written notice to **PHS** and owe no payment obligation under this Paragraph for subsequent patent-related expenses incurred in that country.

6. RECORD KEEPING

6.01 **Licensee** agrees to keep accurate and correct records of **Licensed Products** made, used, or sold and

Licensed Processes practiced under this **Agreement** appropriate to determine the amount of royalties due **PHS**. Such records shall be retained for at least five (5) years following a given reporting period. They shall be available during normal business hours for inspection at the expense of **PHS** by an accountant or other designated auditor selected by **PHS** for the sole purpose of verifying reports and payments hereunder. The accountant or auditor shall only disclose to **PHS** information relating to the accuracy of reports and payments made under this **Agreement**. If an inspection shows an underreporting or underpayment in excess of five percent (5%) for any twelve (12) month period, then **Licensee** shall reimburse **PHS** for the cost of the inspection at the time **Licensee** pays the unreported royalties, including any late charges as required by Paragraph 7.06 of this **Agreement**. All payments required under this Paragraph shall be due within thirty (30) days of the date **PHS** provides **Licensee** notice of the payment due.

7. REPORTS ON PROGRESS, SALES, AND PAYMENTS

7.01 Prior to signing this **Agreement**, **Licensee** has provided to **PHS** a written commercialization plan ("**Commercial Development Plan**") under which **Licensee** intends to bring the subject matter of the **Licensed Patent Rights** into commercial use. The **Commercial Development Plan** is hereby incorporated by reference into this **Agreement**.

7.02 **Licensee** shall provide written annual reports on its product development progress or efforts to commercialize under the **Commercial Development Plan** for each of the **Licensed Fields of Use** within sixty (60) days after December 31 of each calendar year. These progress reports shall include, but not be limited to: progress on research and development, status of applications for regulatory approvals, manufacturing, marketing, and sales during the preceding calendar year, as well as plans for the present calendar year. **Licensee** agrees to provide any additional data reasonably required by **PHS** to evaluate **Licensee**'s performance.

7.03 **Licensee** shall report to **PHS** the date of the **First Commercial Sale** in each country in the **Licensed Territory** within thirty (30) days of such occurrence.

7.04 **Licensee** shall submit to **PHS** within sixty (60) days after each calendar half-year ending June 30 and December 31 a royalty report setting forth for the preceding half-year period the amount of the **Licensed Products** sold or **Licensed Processes** practiced by or on behalf of **Licensee** in each country within the **Licensed Territory**, the **Net Sales**, and the amount of royalty accordingly due. With each such royalty report, **Licensee** shall submit payment of the earned royalties due. If no earned royalties are due to **PHS** for any reporting period, the written report shall so state. The royalty report shall be certified as correct by an authorized officer of **Licensee** and shall include a detailed listing of all deductions made under Paragraph 2.05 to determine **Net Sales** made under Article 5 to determine royalties due.

7.05 Royalties due under Article 5 shall be paid in U.S. dollars. For conversion of foreign currency to U.S. dollars, the conversion rate shall be the rate quoted in *The Wall Street Journal* on the day that the payment is due. All checks and bank drafts shall be drawn on United States banks and shall be payable to "CDC/Technology Transfer" and shall reference the agreement number assigned by CDC. All payments required by this Agreement shall be mailed to the following address: CDC, Technology Transfer Office, 4770 Buford Hwy, Mailstop K-79, Atlanta, GA 30341.. Any loss of exchange, value, taxes, or other expenses incurred in the transfer or conversion to U.S. dollars shall be paid entirely by **Licensee**. The royalty report required by paragraph 7.04 of this **Agreement** shall accompany each such payment.

7.06 Late charges will be applied to any overdue payments as required by the U.S. Department of Treasury in the Treasury Fiscal Requirements Manual, Section 8025.40. The payment of such late charges shall not prevent **PHS** from exercising any other rights it may have as a consequence of the lateness of any payment.

7.07 All plans and reports required by this Article 7 and marked "confidential" by **Licensee** shall be treated by **PHS** as commercial and financial information obtained from a person, and as privileged and confidential and, to the extent permitted by law, shall not be subject to disclosure under the Freedom of Information Act, 5 U.S.C. §552.

8. PERFORMANCE

8.01 **Licensee** shall use its reasonable best efforts to introduce the **Licensed Products** into the commercial market or apply the **Licensed Processes** to commercial use as soon as practicable. "Reasonable best efforts" for the purpose of this provision shall include, but not be limited to, adherence to the **Commercial Development Plan**.

8.02 Upon the **First Commercial Sale**, until the expiration of this **Agreement**, **Licensee** shall use its reasonable best efforts to keep **Licensed Products** and **Licensed Processes** reasonably accessible to the public.

9. INFRINGEMENT AND PATENT ENFORCEMENT

9.01 **PHS** and **Licensee** agree to notify each other promptly of each infringement or possible infringement, as well as any facts which may affect the validity, scope, or enforceability of the **Licensed Patent Rights** of which either Party becomes aware.

9.02 If **PHS** has been unable to eliminate a substantial infringement within one (1) year of written notification to the Technology Transfer Office from **Licensee** of the existence of a substantial infringement and has not instituted infringement litigation, **Licensee** shall be excused from the payment of the minimum annual royalty and earned royalties in any country in which the substantial infringement continues to occur. Thereafter, when the substantial infringement has ceased or an infringement suit has been initiated, **PHS** shall so notify the **Licensee** in writing, at which time **Licensee**'s obligation to pay such royalties shall resume as of the date of such notification.

9.03 In the event that a declaratory judgment action alleging invalidity of any of the **Licensed Patent Rights** shall be brought against **PHS**, **PHS** agrees to notify **Licensee** that an action alleging invalidity has been brought. **PHS** does not represent that it will commence legal action to defend against a declaratory action alleging invalidity. **Licensee** shall take no action to compel the **Government** either to initiate or to join in any such declaratory judgment action. Should the **Government** be made a party to any such suit by motion or any other action of **Licensee**, **Licensee** shall reimburse the **Government** for any costs, expenses, or fees which the **Government** incurs as a result of its defending against such motion or other action taken in response to the motion. Upon **Licensee**'s payment of all costs incurred by the **Government** as a result of **Licensee**'s joinder motion or other action, these actions by **Licensee** will not be considered a default in the performance of any material obligation under this **Agreement**.

10. NEGATION OF WARRANTIES AND INDEMNIFICATION

10.01 **PHS** offers no warranties other than those specified in Article 1.

10.02 **PHS** does not warrant the validity of the **Licensed Patent Rights** and makes no representations whatsoever with regard to the scope of the **Licensed Patent Rights**, or that the **Licensed Patent Rights** may be exploited without infringing other patents or other intellectual property rights of third parties.

10.03 **PHS MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SUBJECT MATTER DEFINED BY THE CLAIMS OF THE LICENSED PATENT RIGHTS.**

10.04 **PHS** does not represent that it will commence legal actions against third parties infringing the **Licensed Patent Rights**.

10.05 **Licensee** shall indemnify and hold **PHS**, its employees, students, fellows, agents, and consultants harmless from and against all liability, demands, damages, expenses, and losses, including but not limited to death, personal injury, illness, or property damage in connection with or arising out of a) the use by or on behalf of **Licensee** or its directors, employees, or third parties of any **Licensed Patent Rights**, or b) the design, manufacture, distribution, or use of any **Licensed Products**, **Licensed Processes**, or other products or processes developed in connection with or arising out of the **Licensed Patent Rights**. **Licensee** agrees to maintain a liability insurance program consistent with sound business practice.

11. TERMINATION AND MODIFICATION OF RIGHTS

11.01 This **Agreement** is effective when signed by all parties and shall extend to the expiration of the last to expire of the **Licensed Patent Rights** unless sooner terminated as provided in this Article 11.

11.02 In the event that **Licensee** is in default in the performance of any material obligations under this **Agreement**, and if the default has not been remedied within ninety (90) days after the date of notice in writing of such default, **PHS** may terminate this **Agreement** by written notice.

11.03 At least thirty (30) days prior to filing a petition in bankruptcy, **Licensee** must inform **PHS** in writing of its intention to file the petition in bankruptcy or of a third party's intention to file an involuntary petition in bankruptcy.

11.04 In the event that **Licensee** becomes insolvent, files a petition in bankruptcy, has such a petition filed against it, determines to file a petition in bankruptcy, or receives notice of a third party's intention to file an involuntary petition in bankruptcy, **Licensee** shall immediately notify **PHS** in writing. Furthermore, **PHS** shall have the right to terminate this **Agreement** by giving **Licensee** written notice. Termination of this **Agreement** is effective upon **Licensee**'s receipt of the written notice.

11.05 **Licensee** shall have a unilateral right to terminate this **Agreement** and/or its rights in any country by giving **PHS** sixty (60) days' written notice to that effect.

11.06 **PHS** shall specifically have the right to terminate or modify, at its option, this **Agreement**, if **PHS**

determines that the **Licensee**: *1)* is not executing the **Commercial Development Plan** submitted with its request for a license and the **Licensee** cannot otherwise demonstrate to **PHS**'s satisfaction that the **Licensee** has taken, or can be expected to take within a reasonable time, effective steps to achieve practical application of the **Licensed Products** or **Licensed Processes**; *2)* has willfully made a false statement of, or willfully omitted, a material fact in the license application or in any report required by the license agreement; *3)* has committed a substantial breach of a covenant or agreement contained in the license; *4)* is not keeping **Licensed Products** or **Licensed Processes** reasonably available to the public after commercial use commences; *5)* cannot reasonably satisfy unmet health and safety needs; or *6)* cannot reasonably justify a failure to comply with the domestic production requirement of Paragraph 4.01 unless waived. In making this determination, **PHS** will take into account the normal course of such commercial development programs conducted with sound and reasonable business practices and judgment and the annual reports submitted by **Licensee** under Paragraph 7.02. Prior to invoking this right, **PHS** shall give written notice to **Licensee** providing **Licensee** specific notice of, and a ninety (90) day opportunity to respond to, **PHS**'s concerns as to the previous items *1)* to *6)*. If **Licensee** fails to alleviate **PHS**'s concerns as to the previous items *1)* to *6)* or fails to initiate corrective action to **PHS**'s satisfaction, **PHS** may terminate this **Agreement**.

11.07 **PHS** reserves the right according to 35 U.S.C. §209(f)(4) to terminate or modify this **Agreement** if it is determined that such action is necessary to meet requirements for public use specified by Federal regulations issued after the date of the license and such requirements are not reasonably satisfied by **Licensee**.

11.08 Within thirty (30) days of receipt of written notice of **PHS**'s unilateral decision to terminate this **Agreement**, **Licensee** may, consistent with the provisions of 37 CFR § 404.11, appeal the decision by written submission to the Director of CDC or designee. The decision of the CDC Director or designee shall be the final agency decision. **Licensee** may thereafter exercise any and all administrative or judicial remedies that may be available.

11.09 Within ninety (90) days of termination of this **Agreement** under this Article 11 or expiration under Paragraph 11.01, a final report shall be submitted by **Licensee**. Any royalty payments and unreimbursed patent expenses due to **PHS** become immediately due and payable upon termination or expiration of this **Agreement**, and **Licensee** shall return all **Licensed Products** or other materials included within the **Licensed Patent Rights** to **PHS** or provide **PHS** with certification of their destruction.

11.10 Paragraphs 6.01, 7.05-7.07, 10.01, 10.03, 10.05, and 11.08 of this **Agreement** shall survive termination of this **Agreement**.

12. GENERAL PROVISIONS

12.01 Neither Party may waive or release any of its rights or interests in this **Agreement** except in writing. The failure of the **Government** to assert a right hereunder or to insist upon compliance with any term or condition of this **Agreement** shall not constitute a waiver of that right by the **Government** or excuse a similar subsequent failure to perform any such term or condition by **Licensee**.

12.02 This **Agreement** constitutes the entire agreement between the Parties relating to the subject matter of the **Licensed Patent Rights**, and all prior negotiations, representations, agreements, and understandings are merged into, extinguished by, and completely expressed by this **Agreement**.

12.03 The provisions of this **Agreement** are severable, and in the event that any provision of this **Agreement** shall be determined to be invalid or unenforceable under any controlling body of law, such determination shall not in any way affect the validity or enforceability of the remaining provisions of this **Agreement**.

12.04 If either Party desires a modification to this **Agreement**, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the desirability of such modification. No modification will be effective until a written amendment is signed by the signatories to this **Agreement** or their designees.

12.05 The construction, validity, performance, and effect of this **Agreement** shall be governed by Federal law as applied by the Federal courts in the District of Columbia.

12.06 All notices required or permitted by this **Agreement** shall be given by prepaid, first class, registered or certified mail properly addressed to the other Party at the address designated on the following Signature Page, or to such other address as may be designated in writing by such other Party, and shall be effective as of the date of the postmark of such notice.

12.07 This **Agreement** shall not be assigned by **Licensee** except *a)* with the prior written consent of **PHS**; or *b)* as part of a sale or transfer of substantially the entire business of **Licensee** relating to operations which concern this **Agreement**. **Licensee** shall notify **PHS** within ten (10) days of any assignment of this **Agreement** by **Licensee**.

12.08 **Licensee** agrees in its use of any **PHS**-supplied materials to comply with all applicable statutes, regulations, and guidelines, including Public Health Service and National Institutes of Health regulations and guidelines. **Licensee** agrees not to use the materials for research involving human subjects or clinical trials in the United States without complying with 21 CFR Part 50 and 45 CFR Part 46. **Licensee** agrees not to use the materials for research involving human subjects or clinical trials outside of the United States without notifying **PHS**, in writing, of such research or trials and complying with the applicable regulations of the appropriate national control authorities. Written notification to **PHS** of research involving human subjects or clinical trials outside of the United States shall be given no later than sixty (60) days prior to commencement of such research or trials.

12.09 **Licensee** acknowledges that it is subject to and agrees to abide by the United States laws and regulations (including the Export Administration Act of 1979 and Arms Export Control Act) controlling the export of technical data, computer software, laboratory prototypes, biological material, and other commodities. The transfer of such items may require a license from the cognizant agency of the U.S. **Government** or written assurances by **Licensee** that it shall not export such items to certain foreign countries without prior approval of such agency. **PHS** neither represents that a license is or is not required or that, if required, it shall be issued.

12.10 **Licensee** agrees to mark the **Licensed Products** or their packaging sold in the United States with all applicable U.S. patent numbers and similarly to indicate "Patent Pending" status. All **Licensed Products** manufactured in, shipped to, or sold in other countries shall be marked in such a manner as to preserve **PHS** patent rights in such countries.

12.11 By entering into this **Agreement**, **PHS** does not directly or indirectly endorse any product or service provided, or to be provided, by **Licensee** whether directly or indirectly related to this **Agreement**. **Licensee** shall not state or imply that this **Agreement** is an endorsement by the **Government**, **PHS**, any other **Government** organizational unit, or any **Government** employee. Additionally, **Licensee** shall not use the names of **PHS**, **NIH**, or **CDC** or their employees in any

advertising, promotional, or sales literature without the prior written consent of **PHS**.

12.12 The Parties agree to attempt to settle amicably any controversy or claim arising under this **Agreement** or a breach of this **Agreement**, except for appeals of modification or termination decisions provided for in Article 11. **Licensee** agrees first to appeal any such unsettled claims or controversies to the Director of CDC, or designee, whose decision shall be considered the final agency decision. Thereafter, **Licensee** may exercise any administrative or judicial remedies that may be available.

12.13 Nothing relating to the grant of a license, nor the grant itself, shall be construed to confer upon any person any immunity from or defenses under the antitrust laws or from a charge of patent misuse, and the acquisition and use of rights pursuant to 37 CFR Part 404 shall not be immunized from the operation of state or Federal law by reason of the source of the grant.

SIGNATURES BEGIN ON NEXT PAGE

PHS PATENT LICENSE AGREEMENT—*NONEXCLUSIVE*

SIGNATURE PAGE

FOR **PHS**:

by:_____ _____

Director Date
Centers for Disease Control and Prevention

Mailing Address for Notices:

Technology Transfer Office
Centers for Disease Control and Preveinton
4770 Buford Hwy, Mailstop K-7
Atlanta, Georgia 30341

FOR **Licensee** (Upon information and belief, the undersigned expressly certifies or affirms that the contents of any statements of **Licensee** made or referred to in this document are truthful and accurate.):

_____
Licensee

by:_____ _____
Signature of Authorized Official Date

_____
Printed Name

_____
Title

Mailing Address for Notices: _____

_____

_____

_____

APPENDIX A—Patent or Patent Application

PATENT OR PATENT APPLICATION:

APPENDIX B—Licensed Fields of Use and Territory

LICENSED TERRITORY:

LICENSED FIELDS OF USE:

APPENDIX C—Royalties

ROYALTIES:

Licensee agrees to pay to **PHS** a noncreditable, nonrefundable license issue royalty in the amount of _____.

Licensee agrees to pay to **PHS** a nonrefundable minimum annual royalty in the amount of _____.

Licensee agrees to pay **PHS** earned royalties on **Net Sales** as follows:

Licensee agrees to pay **PHS** benchmark royalties as follows:

APPENDIX D—Modifications

PHS and **Licensee** agree to the following modifications to the Articles and Paragraphs of this **Agreement**: