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**NON-EXCLUSIVE PATENT LICENSE UNDER THE SANDIA RAPID TECHNOLOGY
DEPLOYMENT PROGRAM**

(SHORT FORM)

No. ___ - ___

NATIONAL TECHNOLOGY & ENGINEERING SOLUTIONS OF NTESS, LLC

and

LICENSEE

This License is between National Technology & Engineering Solutions of Sandia, LLC (“NTESS”), manager and operator of Sandia National Laboratories (“SNL”) for the United States Department of Energy (hereinafter “DOE”) under contract DE NA0003525, a Delaware corporation whose principal place of business is located in Albuquerque, New Mexico, and _____ (“Licensee”), organized under the laws of the State of _____ having a principal place of business located at _____ and is effective as of the date of the last signature below (“Effective Date”).

Background:

- The National Competitiveness Technology Transfer Act; the Stevenson-Wydler Technology Innovation Act, as amended by the Federal Technology Transfer Act; Patent Act and other relevant legislation, as directed by Congress, ensure the full use of the results of the Nation’s Federal Investment in research and development. To this end the Federal Government has authorized NTESS to transfer federally originated technology to State and local governments and to the private sector through licensing.
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- Effective March 13, 2020, the President of the United States has declared a national emergency relating to the coronavirus global pandemic. NTESS is entering into this license in part to speed the transition of medically and economically important technology into the hands of United States industry under the Sandia Rapid Technology Deployment Program.
- Licensee desires participate in the Sandia Rapid Technology Deployment Program, and to utilize NTESS patent rights and/or NTESS's non-public information contained in NTESS's patent applications in conducting research for design and development to bring the underlying NTESS invention(s) to practical application to create an innovative product or service that will help lessen the human and economic toll created by the coronavirus pandemic

IN CONSIDERATION OF THE AGREEMENT BETWEEN NTESS AND LICENSEE, and in consideration of the faithful performance of this License, it is hereby agreed as follows:

The terms in this License that are capitalized have the meanings set forth in Exhibit A of this License.

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- 2.7. The existence of this License may be disclosed for business purposes by any PARTY.

3. License Fees and Royalties

- 3.1. Licensee shall not pay royalties or fees to NTESS during the term of this License.

4. U.S. Competitiveness

- 4.1. Licensee agrees that any resulting design and development using NTESS PATENTS will be performed in U.S. and that resulting products will be substantially manufactured in the U.S.

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- 5.1. The GOVERNMENT has been granted for itself and others acting on its behalf a paid-up, nonexclusive, nontransferable, irrevocable license to practice or have practiced NTESS PATENTS throughout the world.

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- 6.1. Licensee shall deliver to NTESS every six (6) months, while this License is in effect, a statement certified by an officer of Licensee reporting all conveyances, including those directly to the GOVERNMENT, by Licensee of LICENSED PRODUCT during the preceding semiannual accounting period, hereafter referred to as REPORTING PERIOD A and REPORTING PERIOD B and defined in Exhibit A.

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- 6.2. The DOE may require NTESS to report on the utilization or the effect of using LICENSED PRODUCT in the commercial marketplace. In this regard, Licensee agrees to reasonably cooperate with and assist NTESS in making all such reports.

7. Duration and Termination

- 7.1. The licenses granted to Licensee herein shall continue as set forth in Exhibit C of this License until the first to occur of: 1) December 31, 2020 (“License Expiration Date”), 2) all of NTESS PATENT APPLICATIONS are abandoned, if any, or 3) the last to expire of the NTESS PATENTS, unless earlier terminated as specified herein.
- 7.2. NTESS may terminate or reduce the licenses granted Licensee under this License at its sole discretion if , at any time:
- 7.2.1. Licensee fails to provide the reports required under Article 6 and such default is not cured within thirty (30) days of Licensee’s receipt of a written notice of such default;
- 7.2.2. Licensee commits any material breach of this License including but not limited to a breach of representation or warranty and if such breach does not contain an express cure period, Licensee fails to remedy or cure the breach within thirty (30) days after Licensee’s receipt of a written notice of such breach.
- 7.3. Any such termination pursuant to Article 7.2 will become effective immediately after the cure period has expired, unless otherwise provided in writing and signed by NTESS.
- 7.4. Survival of Accrued Obligations. Termination of Licensee’s license under this License for any reason shall not relieve Licensee of any obligation or liability accrued either before or after the termination.
- 7.5. Survival of Terms. The obligations under Article 2, Article 6, Article 8, and Article 12 shall survive the expiration or earlier termination of this License. Any other provisions of this License that by their nature are intended to survive the termination or expiration of this License shall so survive.
- 7.6. This License shall terminate immediately upon Licensee filing any action, claim, counter-claim, protest, or petition seeking to invalidate NTESS PATENTS or have NTESS PATENTS held unenforceable, or void.
- 7.7. Licensee may negotiate for additional license term to extend the License Expiration Date past December 31, 2020, provided however that such a negotiation may include the addition of royalties, fees, and other commercial terms to be negotiated by NTESS and Licensee in good faith.

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- 10.1. This License may not be transferred (and no rights hereunder may be assigned, and no obligations hereunder may be delegated) without the express written consent of NTESS, and any such attempted assignment, delegation or transfer shall be void. For the purposes of this provision, any form of change of control of Licensee shall be deemed an impermissible transfer, whether or not such change of control would otherwise be deemed a transfer under applicable law. Any transfer of rights or duties is at NTESS' sole discretion and can only be made when Licensee is current on all obligations including financial obligations.
- 10.2. NTESS may assign, delegate, or otherwise transfer any rights or duties under this License to any assignee or transferee.

11. Export Control

- 11.1. Licensee shall abide by the applicable export control laws and regulations of the United States Department of Commerce, the United States Department of State and other GOVERNMENT regulations relating to the export of technology relating to LICENSED PRODUCT. Failure to obtain an export control license or other authority from the GOVERNMENT may result in criminal liability under U.S. laws.

12. Controlling Law

- 12.1. This License is made in Albuquerque, New Mexico, U.S.A., and shall be governed by and construed in accordance with the procedural and substantive laws of the State of Delaware except as these would require the application of the laws of another jurisdiction. The PARTIES agree to the exclusive jurisdiction of the courts of New Mexico or the United States District Court of New Mexico.
- 12.2. The Parties agree to attempt informal resolution of any disputes arising out of or relating to this License, within a reasonable period of time and in a fair and equitable manner, taking into consideration any laws, statutes, rules, regulations or guidelines to which the involved Parties are subject.

13. Severability

- 13.1. In the event that any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this License.

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14. Entire Agreement

- 14.1. The words “herein”, “hereunder” and “hereby” refer to this License as a whole and not to any particular provision of this License.
- 14.2. This License has been jointly negotiated and drafted by the PARTIES through their respective counsel and no provisions should be construed or interpreted for or against any of the PARTIES on the basis that such provision, or any other provision, or the License as a whole, was purportedly drafted by the particular PARTY.
- 14.3. Each PARTY warrants and represents that the execution and delivery of this License by NTESS and Licensee has not been induced by any promises, representations, warranties or other agreements, other than those specifically expressed herein. This License incorporates by reference Exhibits A, B, C, D and E and embodies the entire understanding between Licensee and NTESS with respect to the subject matter described within this License. This License shall supersede all previous communications, representations or undertakings, either oral or written, between Licensee and NTESS with regard to NTESS PATENTS.
- 14.4. This License shall not be binding upon the PARTIES until it has been signed by authorized representatives of both PARTIES. No modification of this License shall be valid or binding upon the PARTY against whom enforcement of the modification is sought, unless the modification is made in writing, refers to this License and is signed by duly authorized representatives of both NTESS and Licensee.

IN CONSIDERATION OF THE FOREGOING TERMS AND CONDITIONS, Licensee and NTESS have caused this License to be executed in duplicate by their duly authorized representatives.

NATIONAL TECHNOLOGY & ENGINEERING SOLUTIONS OF SANDIA, LLC:

By: _____
Mary Monson
Title: Senior Manager, Technology Partnerships
Date: _____

LICENSEE Name:

By: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT A

Definitions:

1. “GOVERNMENT” means the government of the United States of America and agencies thereof.
2. “LICENSED PRODUCT” means any process, machine, article of manufacture, or composition of matter designed, manufactured, imported, used and/or sold by Licensee that if unlicensed would infringe one or more claims of NTESS PATENTS or fall within the scope of one or more claims of NTESS PATENT APPLICATIONS.
3. “PARTY” means NTESS or Licensee or, collectively, as “PARTIES” to this License.
4. “REPORTING PERIOD A” means the period from January 1st through June 30th with the certified statement being due on July 31st of the same calendar year.
5. “REPORTING PERIOD B” means the period from July 1st through December 31st with the certified statement being due on January 31st of the calendar year immediately following REPORTING PERIOD B.
6. “NTESS PATENTS” means the patents referenced and described in Exhibit B of this License, and any divisional, continuation, re-examination, or re-issue thereof including any patents that issue from NTESS PATENT APPLICATIONS listed in Exhibit B in the United States or any foreign country.
7. “NTESS PATENT APPLICATIONS” means the patent applications referenced and described in Exhibit B and any divisional, continuation, re-examination, or re-issue thereof.

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EXHIBIT B

NTESS Patents

List of patents owned by NTESS

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EXHIBIT C

[Reserved]

EXHIBIT D

Performance Milestones

[Reserved]

EXHIBIT E

Notices

[Reserved]

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1. Statements and Notices to NTESS:

Sandia National Laboratories

Attention: Licensing Agreements Administrator, Org. 1982

Ref: License #__-____.

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