Ready to Sign (RtS) Licensing Instructions

1. Complete the Participant Data Sheet (PDS) in its entirety, including a signature in the appropriate box on page 3. If you have any questions while filling out this form, please email ip@sandia.gov.
   a. The PDS may be filled out electronically, but must be printed out and signed, as electronic signatures are not accepted. Failure to do so can result in the delay or denial of license issuance.

2. Print two copies of the RtS License. Carefully read through the entire license to ensure that you are in agreement with all of the terms and conditions contained therein*. Do not alter or write in any areas of the license, other than in the signatory area, or the license will be deemed null and void.

3. Complete the signatory portions of both copies of the license (the information must be identical in both copies):
   a. Licensee Name: Write or type in the name of the company entering into the license
   b. Name: Write or type in the name of the authorized representative of the company
   c. By: Signature of the authorized representative
   d. Title: Write or type the capacity of the authorized representative who executed the license
   e. Date: Write or type the date the license was signed

4. Send both copies of the RtS license, along with the completed PDS, to the address below. Do NOT send any payment with these documents, as Sandia will mail invoices later.
   Sandia National Laboratories
   Attn: Licensing Administrator
   Reference: Ready to Sign License
   P.O. Box 5800/Mailstop 0114
   Albuquerque, NM 87185

5. Until Sandia executes the license, no license to the patent(s) exists. If the PDS and license are approved, both original licenses will be countersigned. One license will be retained at Sandia and the second license will be mailed to the licensee for their records. An invoice for payment will be mailed with the executed license.

6. If Sandia does not approve the PDS and license, a notification letter will be sent to the applicant.

*If you would like to negotiate the terms and conditions, Sandia is willing to discuss an alternative license with alternative terms and conditions. Please note that Sandia’s standard licensing process will be followed in this case, and the favorable pricing and other terms and conditions contained in the RtS license are not guaranteed.
**Sandia National Laboratories**  
**Technology Partnerships Program Participant Data Sheet (PDS)**

ALL APPLICABLE SECTIONS MUST BE COMPLETED BEFORE SANDIA NATIONAL LABORATORIES CAN PROCESS YOUR AGREEMENT

Sandia National Laboratories Internal Use: Agreement Number  
Click Here

As an FFRDC, Sandia National Laboratories requires CRADA and NFE partners to obtain a DUNS# and to be registered in www.sam.gov

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.0</strong></td>
<td>In Part 1, please provide information for our long-term records and communications with your company/agency.</td>
<td></td>
</tr>
</tbody>
</table>
| **1.1** | Company/Agency Name: Click Here  
DUNS No. (required): Click Here |   |
|   | Address for Overnight Delivery: Click Here |   |
|   | City: Click Here  
State: Click Here  
Country: Click Here |   |
|   | Zip/Postal Code: Click Here  
Phone: Click Here  
Fax: Click Here |   |
| **1.2** | Parent Company (if applicable): Click Here |   |

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>
| **2.0** | In Part 2, please provide (if applicable) the pertinent information for the division in your company/agency with whom Sandia National Laboratories will be working.  
**If Part 2 is not completed, then Parts 3-12 will apply to the entity listed in Part 1.** |   |
|   | Division Name: Click Here |   |
|   | Address for Overnight Delivery: Click Here |   |
|   | City: Click Here  
State: Click Here  
Country: Click Here |   |
|   | Zip/Postal Code: Click Here  
Phone: Click Here  
Fax: Click Here |   |
|   | Industry Classification: Click Here |   |

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.0</strong></td>
<td>In Part 3, please provide the company/division or agency name as you want it to appear on the agreement:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Click Here</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4.0</strong></td>
<td>In Part 4, please provide specific points of contact within your company/agency.</td>
<td></td>
</tr>
</tbody>
</table>
| **4.1** | Please provide the **technical point of contact** with whom our technical staff will be working.  
Dr. ☐  
Mr. ☐  
Mrs. ☐  
Name: Click Here  
Email: Click Here |   |
|   | Address for Overnight Delivery: Click Here |   |
|   | City: Click Here  
State: Click Here  
Country: Click Here |   |
|   | Zip/Postal Code: Click Here  
Phone: Click Here  
Fax: Click Here |   |
| **4.2** | This agreement may involve the negotiation of legal and/or business terms and condition between your company/agency and Sandia National Laboratories. Please provide the **non-technical point of contact** for questions, e.g. corporate/agency attorney, contracts manager, etc.  
Dr. ☐  
Mr. ☐  
Mrs. ☐  
Name: Click Here  
Email: Click Here |   |
|   | Address for Overnight Delivery: Click Here |   |
|   | City: Click Here  
State: Click Here  
Country: Click Here |   |
|   | Zip/Postal Code: Click Here  
Phone: Click Here  
Fax: Click Here |   |
4.3 Please provide contact information of the individual with signing authority for your company/agency.

Dr. ☐  Mr. ☐  Mrs. ☐  Name: Click Here

Title: Click Here  Email: Click Here

Address for Overnight Delivery: Click Here

City: Click Here  State: Click Here  Country: Click Here

Zip/Postal Code: Click Here  Phone: Click Here  Fax: Click Here

4.4 Which party should we use as our primary point of contact? Choose an item.

5.0 The company/division listed in Part 2 is:

Note: 5.1, 5.2, 5.4, and 5.5 must be answered; answer 5.3 if applicable. Disregard Part 5 if the entity listed in Part 2 is a government agency.

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>A U.S.-owned business ☐</td>
<td>A non U.S.-owned business ☐</td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td>A U.S.-controlled business ☐</td>
<td>A non U.S.-controlled business ☐</td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td>A multi-national company (i.e., U.S.-owned with foreign research and/or manufacturing facilities) ☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td>State of Incorporation: Click Here</td>
<td>Country of Incorporation: Click Here</td>
<td></td>
</tr>
<tr>
<td>5.5</td>
<td>Does the company/division have operations in the United States?</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
</tbody>
</table>

6.0 Will the products, processes, or services for use or sale in the United States that are the result of inventions or other intellectual property arising from the performance of the anticipated agreement be substantially manufactured in the United States?

Yes ☐  No ☐

7.0 Are all employees and subcontractors of the company/division or agency listed in Parts 1 and 2 who will be receiving information and/or intellectual property from Sandia National Laboratories under this proposed agreement CITIZENS OF THE UNITED STATES?

Yes ☐  No ☐

7.1 If 7.0 is NO, of what countries are the recipients a citizen? (If necessary, attach additional information sheets to list all applicable recipients/countries)

<table>
<thead>
<tr>
<th>Name: Click Here</th>
<th>Country: Click Here</th>
<th>U.S. Immigration Status: Click Here</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Click Here</td>
<td>Country: Click Here</td>
<td>U.S. Immigration Status: Click Here</td>
</tr>
<tr>
<td>Name: Click Here</td>
<td>Country: Click Here</td>
<td>U.S. Immigration Status: Click Here</td>
</tr>
</tbody>
</table>

8.0 Are any employees of the company/division or agency listed in Parts 1 and 2 who are involved in negotiating this agreement either current or former (“former” meaning within the last 6 months):

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1</td>
<td>Sandia National Laboratories Employees?</td>
<td>Current ☐</td>
<td>Former ☐</td>
</tr>
<tr>
<td>8.2</td>
<td>Sandia National Laboratories Consultants or Contractors?</td>
<td>Current ☐</td>
<td>Former ☐</td>
</tr>
<tr>
<td>8.3</td>
<td>Honeywell International, Inc.?</td>
<td>Current ☐</td>
<td>Former ☐</td>
</tr>
<tr>
<td>8.4</td>
<td>Department of Energy Employees?</td>
<td>Current ☐</td>
<td>Former ☐</td>
</tr>
</tbody>
</table>

Name the individual(s) and associations, if any, on an attachment.
### 9.0 The company/division or agency listed in Part 2 is a(n) (check all that apply):

<table>
<thead>
<tr>
<th>9.1</th>
<th>☐ U.S.-owned business certified as a small business at the System for Award Management (SAM) site, located at <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>9.2</td>
<td>☐ Large business (500 or more employees)</td>
</tr>
<tr>
<td>9.3</td>
<td>☐ Non-profit organization or business under the U.S. Internal Revenue Code, Sections 501 or 50</td>
</tr>
<tr>
<td>9.4</td>
<td>☐ Consortium or member of a consortium or partnership under the potential agreement</td>
</tr>
<tr>
<td>9.5</td>
<td>☐ Formed as a joint venture</td>
</tr>
<tr>
<td>9.6</td>
<td>☐ Trade association</td>
</tr>
<tr>
<td>9.7</td>
<td>☐ Honeywell International, Inc.</td>
</tr>
<tr>
<td>9.8</td>
<td>☐ U.S. local government entity</td>
</tr>
<tr>
<td>9.9</td>
<td>☐ U.S. state government entity</td>
</tr>
<tr>
<td>9.10</td>
<td>☐ U.S. Federal government agency</td>
</tr>
<tr>
<td>9.11</td>
<td>☐ Contractor to a U.S. Federal government agency requesting access to Sandia National Laboratories intellectual property for use on behalf of the U.S. Government</td>
</tr>
</tbody>
</table>
| 9.12 | ☐ U.S. institution of higher education (please specify below)  
State-chartered Institution ☐ Private Institution ☐ |
| 9.13 | ☐ Department of Energy National Laboratory                                                                                                                                               |
| 9.14 | ☐ Historically Black college or university                                                                                                                                                  |
| 9.15 | ☐ Certified 8A firm                                                                                                                                                                          |
| 9.16 | ☐ Disadvantaged business                                                                                                                                                                     |
| 9.17 | ☐ Woman-owned business                                                                                                                                                                       |
| 9.18 | ☐ Minority-owned business                                                                                                                                                                   |
| 9.19 | ☐ Native American-owned business                                                                                                                                                             |
| 9.20 | ☐ Hispanic American-owned business                                                                                                                                                           |
| 9.21 | ☐ African American-owned business                                                                                                                                                            |
| 9.22 | ☐ Asian American-owned business                                                                                                                                                              |
| 9.23 | ☐ Tribal government                                                                                                                                                                          |
| 9.24 | ☐ Foreign company/government entity                                                                                                                                                         |
| 9.25 | ☐ None of the above (Explain on a separate sheet)                                                                                                                                           |
| 9.26 | If 9.4, 9.5, or 9.6 is checked, is the signatory to this agreement authorized to bind all members of the consortium, partnership, joint venture, or trade association to the terms and conditions in the proposed agreement? Yes ☐ No ☐ |
| 9.27 | If 9.11 is checked, please fill in all fields below; if 9.13 is checked, fill in the contract number and contract start/end dates. U.S. Federal Government Agency: [Click Here](#)  
Federal Contract Number: [Click Here](#)  
Contract Start and End Dates: [Click Here](#)  
Government Agency Contact: [Click Here](#)  
Phone: [Click Here](#) |
<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10.0</td>
<td>Is a U.S. government agency the source of any of the funds that will be paid to Sandia National Laboratories under this proposed agreement?</td>
<td>Yes ☐ No ☐ If Yes, identify the agency (e.g. DOE, NIH, etc.): Click Here</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.0</td>
<td>Is either the company or division listed in Parts 1.0 and 2.0 a debarred, suspended, or ineligible contractor as defined in the Federal Acquisition Regulation 9.4?</td>
<td>Yes ☐ No ☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If the proposed agreement will involve the payment of funds by your company/agency to Sandia National Laboratories, please complete Part 12 below.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.0</td>
<td>Please provide your company’s/agency’s point of contact for accounts payable.</td>
<td>NOTE: Unless Sandia National Laboratories is instructed otherwise, the initial invoice (if applicable) will be included in the agreement execution package and will be sent via overnight delivery to the person identified in Part 4.4. Subsequent invoices (if any) will be mailed to the individual below.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mr. ☐ Ms. ☐ Name: Click Here</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Billing Address: Click Here Email: Click Here</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>City: Click Here State: Click Here Country: Click Here</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Zip/Postal Code: Click Here Phone: Click Here Fax: Click Here</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.1</td>
<td>Payments will be made to Sandia National Laboratories as follows (indicate below):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ Single payment-in-full ☐ Monthly ☐ Quarterly ☐ Other (Explain)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.2</td>
<td>Does the purchase order number of your company/agency appear on Sandia National Laboratories invoice/s? If Yes, please provide P.O. #: Click Here</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Please provide any special billing instructions:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Click here to enter text.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>By submitting this form, I attest that the information provided is correct as of this date and may be relied upon for purposes of entering into the proposed agreement.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name: Title: Date:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Signature:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PATENT LICENSE
(Ready to Sign)
No. ______________________

SANDIA CORPORATION
and

Company Name:_______________________________________________________________

This License is between Sandia Corporation ("Sandia"), manager and operator of Sandia National Laboratories for the United States Department of Energy (hereinafter “DOE”) under contract DE-AC04-94AL85000, 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 authorized 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 Sandia to transfer federally originated technology to State and local governments and to the private sector through licensing.
• The United States Government is neither a party to nor assumes any liability or duties under this License.
• Sandia has acquired or is seeking the right by securing patents to exclude others from making, using, selling, offering to sell, and importing the inventions claimed in those patents.
• The United States Government has reserved a nonexclusive license in all Sandia patents and inventions for use by or on behalf of the United States Government.
• Through this License, Sandia will undertake to license intellectual property rights to Licensee under the U.S. Patent Act, international treaties, and/or international intellectual property and industrial rights acts, as applicable, for the actions expressly set forth in this License.
• Sandia does not take on any duties under this License other than the sole duty as a licensor to not sue authorized licensees for infringement of the licensed intellectual properties during the term of this License.
• Licensee accepts that the invention(s) of Sandia are not commercial products and further research, development and commercialization of the inventions for
manufacturability, efficiency, user interface, and/or durability will be necessary by Licensee and Sandia undertakes no responsibility or obligation to assist Licensee in these efforts.

- Licensee desires to utilize Sandia patent rights in conducting research for design and development to bring the underlying Sandia invention(s) to practical application to create a commercial product or service.

IN CONSIDERATION OF THE AGREEMENT BETWEEN SANDIA 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.

1. License Grant

1.1. Subject to the terms and conditions of this License and to the extent of Sandia’s rights, Sandia hereby grants to Licensee a non-exclusive and fee bearing, nontransferable license to make, have made, use, and sell LICENSED PRODUCT in the FIELD OF USE.

1.2. This License expressly excludes the right to sublicense.

1.3. No license is granted pursuant to this License with respect to any particular product of Licensee, unless 1) such product meets the definition of a LICENSED PRODUCT, 2) the LICENSED PRODUCT is identified in a report covering said product, and 3) the fees attributable to such product is paid by Licensee.

1.4. Express or implied rights and licenses outside the scope of this Article are expressly excluded.

2. Duties of the Parties

2.1. Sandia does not undertake any duties or responsibilities under this License, other than those expressly set forth in Article 1 of this License. No technical assistance is available under this License.

2.2. Licensee shall affix appropriate statutory patent markings, in accordance with 35 U.S.C. 287, or other relevant statutes, to all LICENSED PRODUCTS and all packaging and containers of LICENSED PRODUCTS, identifying patent or other intellectual property protection of such products. Licensee shall modify such markings as Sandia may from time to time direct.

2.3. Licensee shall not, without the express written consent of Sandia, associate or in any way connect any name or trademark of Sandia or the GOVERNMENT, including “Sandia”, “Sandia Corporation”, “Sandia National Laboratories”, and the Sandia Thunderbird Logo, with any LICENSED PRODUCT or any service provided by Licensee or a third party. Licensee may, however, indicate that LICENSED PRODUCT is licensed under license granted by Sandia.

2.4. Licensee shall obtain and maintain product liability insurance sufficient to defend or support issues arising from sales of LICENSED PRODUCT.
2.5. Licensee shall not, without the express written consent of Sandia, make any oral or written statements or perform any act indicating that Sandia endorses or approves, or has endorsed or approved, any LICENSED PRODUCT or any service provided by Licensee or a third party.

2.6. The existence of this License may be disclosed for business purposes by any PARTY, however, Licensee shall not disclose the financial terms and conditions of this License to any third party unless necessary to enforce the PARTY’s legal rights under this License.

3. License Fees

3.1. In consideration of Sandia granting the license hereunder, Licensee agrees to pay Sandia the nonrefundable fees in the amounts set forth in Exhibit C of this License.

4. U.S. Competitiveness

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

5. Government Rights and Discounts

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 SANDIA PATENTS throughout the world.

5.2. Licensee shall reduce the price of LICENSED PRODUCT for purchases by, or on behalf of, the GOVERNMENT utilizing GOVERNMENT funds, including funds derived through a Military Assistance Program of the GOVERNMENT or otherwise through the GOVERNMENT by an amount no less than the royalties that would normally be due Sandia for such sales if they were made to customers other than the GOVERNMENT or GOVERNMENT contractor. Licensee shall have no obligation to pay royalties to Sandia for such sales and Sandia shall have no obligation to keep any such royalties due to the GOVERNMENT. Discounts to the GOVERNMENT may not be used to offset any minimum annual royalties.

6. Statements, Reports, and Payments

6.1. The DOE may require Sandia to report on the utilization or the effect of using LICENSED PRODUCT in the commercial marketplace. Licensee agrees to reasonably cooperate with and assist Sandia by giving all information necessary for identification of patent markings pursuant to Article 2.2 for each product line and specifically identify each and all SANDIA PATENTS utilized in such products within thirty (30) days of the request by Sandia.

6.2. Any taxes, assessments or charges assessed or imposed by an entity or government, other than by the GOVERNMENT or by any state or local government in the United States of America, that Sandia or Licensee shall be required to pay with respect to fees under this License shall be borne by Licensee.

6.3. Without excusing prompt payment, any and all payments left unpaid after becoming due as specified in this License shall bear simple monthly interest at the bank prime loan rate as published by the Federal Reserve Board on the date the payment becomes due, plus three (3) percentage points.
7. **Duration and Termination**

7.1. The licenses granted to Licensee hereunder and the obligation to pay fees under this License shall continue as set forth in Exhibit C of this License until the last to expire or terminate of the SANDIA PATENTS, unless earlier terminated as specified herein.

7.2. Sandia may terminate or reduce the licenses granted to Licensee under this License at its sole discretion if, at any time:

7.2.1. Licensee fails to timely submit to Sandia any report, fee or other payment or reasonable cooperation due to Sandia, 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 makes or made any false statements relating to Sandia in connection with the negotiation, execution, or performance of this License, including but not limited to Sandia’s endorsement of Licensee or LICENSED PRODUCT, or discloses the terms or conditions of this License to any unauthorized third party and such default is not cured within thirty (30) days of Licensee’s receipt of a written notice of such default;

7.2.3. 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 and Licensee fails to remedy or cure the breach within thirty (30) days after Licensee’s receipt of a written notice of such breach; or

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 Sandia.

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, including the payment of any moneys due hereunder.

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.

7.6. This License shall terminate immediately upon Licensee filing any action, claim, counter-claim, protest, or petition seeking to invalidate SANDIA PATENTS or have SANDIA PATENTS held unenforceable, or void.

8. **Warranty, Liability, and Indemnification**

8.1. Sandia makes no warranty, express or implied, as to the accuracy, validity, or utility of SANDIA PATENTS. Sandia further makes no warranty, express or implied, that the use of SANDIA PATENTS will not infringe any United States or foreign intellectual property. SANDIA PATENTS are made available to Licensee on an “AS-IS” basis.

8.2. Neither Sandia, joint intellectual property owners, if any, the GOVERNMENT, nor their agents, officers and employees shall be liable for any loss, damage (including, incidental, consequential and special), injury or other casualty of whatsoever kind, or by whomsoever caused, to the person or property of anyone, including Licensee, its affiliates, successors, and assigns, arising out of or resulting from the licenses granted to Licensee herein, or the accuracy and validity of SANDIA PATENTS.
8.3. Licensee agrees for itself, its affiliates, successors and assigns, to defend Sandia and to indemnify and hold Sandia, any joint intellectual property owners, and the GOVERNMENT harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed on Sandia or the GOVERNMENT in connection therewith) for such loss, damage (including incidental, consequential and special), injury or other casualty arising out of or resulting from the licenses granted to Licensee herein.

8.4. NEITHER SANDIA, JOINT INTELLECTUAL PROPERTY OWNERS, IF ANY, THE GOVERNMENT, NOR ANY OF THEIR AGENTS, OFFICERS OR EMPLOYEES 1) MAKES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SANDIA HAS BEEN INFORMED OF SUCH PURPOSE, OR 2) ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT, OR PROCESS DISCLOSED HEREIN OR REPRESENTS THAT THEIR USES WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS.


9.1. Sandia shall not have any obligation hereunder to institute any action or suit against third parties for infringement of any licensed intellectual properties or to defend any action or suit brought by a third party that challenges or concerns the validity of licensed intellectual properties. Unless Sandia, at its sole discretion, provides written authorization, Licensee shall have no right to institute any action or suit against third parties for infringement of any SANDIA PATENTS. Licensee shall promptly bring to Sandia’s attention any information of which Licensee is aware relating to infringement of SANDIA PATENTS.

9.2. Sandia shall not have any obligation hereunder to file a patent application on Sandia disclosures, nor to continue prosecution on any applications in patent offices anywhere in the world, nor to maintain any issued SANDIA PATENTS.

9.3. The waiver of a breach of this License, or the failure of either PARTY to exercise any right under this License, shall not constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this License.

10. Assignment

10.1. Licensee shall not, without the prior written consent of Sandia, assign, delegate, or otherwise transfer any rights or duties under this License except to a successor to the entire portion of the business of Licensee pertaining to SANDIA PATENTS who shall be bound to the same extent as Licensee by all the terms and conditions of this License and shall notify Sandia within fifteen (15) days after completion of such assignment, delegation or other transfer.

10.2. Sandia 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. Any controversies or disputes arising out of or relating to this License that cannot be resolved by the PARTIES’ authorized representatives shall be sent to a non-binding third party mediation.

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.

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. Each PARTY warrants and represents that the execution and delivery of this License by Sandia 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, and D and embodies the entire understanding between Licensee and Sandia 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 Sandia with regard to SANDIA PATENTS.

14.3. 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 Sandia and Licensee.

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

By: ________________________________
   Mary Monson
   Title: Senior Manager, Industry Partnerships
   Date: ________________________________

LICENSEE NAME:______________________________

Print Name of Authorized Signatory: ________________________________

By: ________________________________
   ________________________________
   ________________________________
   ________________________________
EXHIBIT A

Definitions

1. “FIELD OF USE” means all fields of use.
2. “GOVERNMENT” means the Government of the United States of America and agencies thereof.
3. “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 SANDIA PATENTS.
4. “PARTY” means Sandia or Licensee or, collectively, as “PARTIES” to this License.
5. “SANDIA PATENTS” means the patents referenced and described in Exhibit B of this License.
EXHIBIT B

Sandia Patents

U.S. Patent No. 9,409,357, Devices, Systems, and Methods for Microscale Isoelectric Fractionation, issued on August 9, 2016 (SD# 11149.1)

U.S. Patent No. 9,404,913, Novel Microporaed and Methods of Making and Using Thereof, issued on August 2, 2016 (SD# 10978.3)

U.S. Patent No. 9,190,736, Fabrication of Small-Scale Structures with Non-Planar Features, issued on November 17, 2015 (SD# 11578.1)

U.S. Patent No. 8,940,147, Microfluidic Hubs, Systems, and Methods for Interface Fluidic Modules, issued on January 27, 2015 (SD# 11945.1)

U.S. Patent No. 8,871,496, Methods, Microfluidic Devices, and Systems for Detection of an Active Enzymatic Agent, issued on October 28, 2014 (SD# 11282.0)

U.S. Patent No. 8,808,588, Methods for Integrating a Functional Component into a Microfluidic Device, issued on August 19, 2014 (SD# 8419.2)

U.S. Patent No. 8,703,058, Microfluidic Devices and Methods Including Porous Polymer Monoliths, issued on April 22, 2014 (SD# 11178.0)

U.S. Patent No. 8,563,325, Coaxial Microreactor for Particle Synthesis, issued on October 22, 2013 (SD# 11064.2)

U.S. Patent No. 8,394,312, Method for Forming Polymerized Microfluidic Devices, issued on March, 12, 2013 (SD# 11152.1)

U.S. Patent No. 8,163,254, Micrmanifold Assembly, issued on April 24, 2012 (SD# 8367.1)

U.S. Patent No. 8,047,829, Method for Forming Polymerized Microfluidic Devices, issued on November 1, 2011 (SD# 11152.0)

U.S. Patent No. 7,999,937, Microfluidic Devices and Methods for Integrated Flow Cytometry, issued on August 16, 2011 (SD# 11030.1)

U.S. Patent No. 7,710,086, Modular High Voltage Power Supply for Chemical Analysis, issued on May 4, 2010 (SD# 8427.2)
U.S. Patent No. 7,625,474, *Method for a Microfluidic Weaklink Device*, issued on December 1, 2009 (SD# 8474.1)

U.S. Patent No. 7,553,455, *Micromanifold Assembly*, issued on June 30, 2009 (SD# 8367.0)

U.S. Patent No. 7,534,334, *Method and Apparatus for Concentrating and Filtering Particles Suspended in a Fluid*, issued on May 19, 2009 (SD# 8483.1)

U.S. Patent No. 7,527,977, *Protein Detection System*, issued on May, 5, 2009 (SD# 8496.1)


U.S. Patent No. 7,452,507, *Portable Apparatus For Separating Sample and Detecting Target Analytes*, issued on November 18, 2008 (SD# 8412.1)


U.S. Patent No. 7,390,377, *Bonding Thermoplastic Polymers*, issued on June 24, 2008 (SD# 8591.0)

U.S. Patent No. 7,384,526, *High-Pressure Microhydraulic Actuator*, issued on June 10, 2008 (SD# 8498.0)

U.S. Patent No. 7,351,380, *Microfluidic Structures and Methods for Integrating a Functional Component into a Microfluidic Device*, issued on April 1, 2008 (SD# 8419.0)


U.S. Patent No. 7,246,524, *MEMs Fluidic Actuator*, issued on July 24, 2007 (SD# 7544.0)
U.S. Patent No. 7,182,371, *Edge Compression Manifold Apparatus*, issued on February 27, 2007 (SD# 8366.1)


U.S. Patent No. 7,094,326, *Electrodes for Microfluidic Applications*, issued on August 22, 2006 (SD# 8420.0)

U.S. Patent No. 7,022,381, *Method for Producing High Dielectric Strength Microvalves*, issued on April 4, 2006 (SD# 8421.1)

U.S. Patent No. 7,012,342, *Low Power, Scalable Multichannel High Voltage Controller*, issued on March 14, 2006 (SD# 8409.0)


U.S. Patent No. 6,994,826, *Method and Apparatus for Controlling Cross Contamination of Microfluidic Channels*, issued on February 7, 2006 (SD# 8289.0)

U.S. Patent No. 6,988,402, *Mobile Monolithic Polymer Elements for Flow Control in Microfluidic Devices*, issued on January 24, 2006 (SD# 8386.1)

U.S. Patent No. 6,952,962, *Mobile Monolithic Polymer Elements for Flow Control in Microfluidic Devices*, issued on October 11, 2005 (SD# 8386.0)

U.S. Patent No. 6,846,399, *Castable Three-Dimensional Stationary Phase for Electric Field Driven Applications*, issued on January 25, 2005 (SD# 8335.0, 8143.1)

U.S. Patent No. 6,833,068, *Passive Injection Control for Microfluidic Systems*, issued on December 21, 2004 (SD# 8291.0)

U.S. Patent No. 6,832,787, *Edge Compression Manifold Apparatus*, issued on December 21, 2004 (SD# 8366.0)

U.S. Patent No. 6,821,819, *Method of Packaging and Assembling Micro-fluidic Device*, issued on November 23, 2004 (SD# 6816.1)
U.S. Patent No. 6,797,187, *Surface Micromachined Microfluidic Devices*, issued on September 28, 2004 (SD# 6694.1)

U.S. Patent No. 6,782,746, *Mobile Monolithic Polymer Elements for Flow Control in Microfluidic Devices*, issued on August 31, 2004 (SD# 8298.0)

U.S. Patent No. 6,772,513, *Method for Making Electro-fluidic Connections in Microfluidic Devices*, issued on August 10, 2004 (SD# 6547.0)

U.S. Patent No. 6,770,182, *Method and Apparatus for Producing a Thin Sample Band in Micrchannel Device*, issued on August 3, 2004 (SD# 8263.0)

U.S. Patent No. 6,733,730, *Method and Apparatus for Reducing Sample Dispersion in Turns and Junctions of Microchannel Systems*, issued on May 11, 2004 (SD# 8209.2)

U.S. Patent No. 6,599,436, *Formations of Interconnections to Microfluidic Devices*, issued on July 29, 2003 (SD# 6817.0)

U.S. Patent No. 6,548,895, *Method of Packaging of Electro-microfluidic Devices*, issued on April 15, 2003 (SD# 6816.0)

U.S. Patent No. 6,537,437, *Surface Micromachined Microfluidic Devices*, issued on March 25, 2003 (SD# 6694.0)

U.S. Patent No. 6,443,179, *Packaging of Electro-microfluidic Devices*, issued on September 3, 2002 (SD# 6729.0)

U.S. Patent No. 6,428,666, *Electrokinetic Concentration of Charged Molecules*, issued on August 6, 2002 (SD# 8199.0)


U.S. Patent No. 6,277,257, *Electrokinetic High Pressure Hydraulic System*, issued on August 21, 2001 (SD# 8112.2)

U.S. Patent No. 6,210,986, *Microfluidic Channel Fabrication Method*, issued on April 3, 2001 (SD# 8237.0)
U.S. Patent No. 6,019,882, *Electrokinetic High Pressure Hydraulic System*, issued on February 1, 2000 (SD# 8112.1)
EXHIBIT C

Nonrefundable Fees

License Issue Fee: Licensee shall pay to Sandia an upfront nonrefundable license fee of $25,000 within 30 days of the Effective Date.

Annual Patent Use Fee: Licensee shall annually pay to Sandia the sum of $1,500.00, due on the anniversary date of the Effective Date. This nonrefundable Annual Patent Use fee is to be paid in advance of the year to which it applies and goes into effect the Second (2\textsuperscript{nd}) year of the License.
EXHIBIT D

Notices

Any notice with respect to this License shall be deemed to be given on the date when sent by facsimile transmission with receipt of confirmation or when mailed by certified or registered mail, return receipt requested, addressed to the PARTY to be notified, at its address set forth below. All notices and payments made to Sandia shall include the License number and the invoice number.

1. Statements and Notices to Sandia:
   Sandia National Laboratories
   Attention: Licensing Agreements Administrator, Org. 1932
   Ref: License #0-______, Invoice No. (insert invoice no.)
   P. O. Box 5800/Mailstop 0114
   Albuquerque, NM  87185-0114
   Telephone:  505-844-0236
   Facsimile:  505-844-8011

2. Payments to Sandia:
   2.1 To Send Payments via Standard Mail
       Sandia National Laboratories
       Ref: License #0-______, Invoice No. (insert invoice no.)
       P.O. Box 5520
       Albuquerque, NM  87185-5520
   2.2 To Send Payments via Overnight Courier
       Sandia National Laboratories
       1515 Eubank SE
       Mail Stop 1387
       Albuquerque, NM  87123
   2.3 To Send Payment via ACH
       Sandia National Laboratories
       ABA No. 107002312
       Account No. 156402023089

3. Notices to Licensee:
   Company Name
   Attention: __________________________
   __________________________
   __________________________
   Telephone: _________________________
   Facsimile: _________________________
   Email: ___________________________