

## Ready-To-Sign (RtS) License Instructions For Modified Normandy Barrier

1. Complete the Participant Data Sheet (PDS) in its entirety, **including a signature** in the appropriate box on page 3. Any questions related to completing the PDS form may be emailed to [ip@sandia.gov](mailto:ip@sandia.gov).
  - a. The PDS form 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 your license.
2. This technology is considered “Military Critical Technical Data”, and so there is a special form (DD2345) that you will need to provide for export control purposes. The form is included in this package, and must be completed, printed, and signed (same as the PDS). For detailed instructions please see page 6 of this packet.
3. 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<sup>1</sup>. Do not alter or write in any areas of the License, other than the signatory area, or the License will be deemed null and void.
4. Complete the signatory portions of both copies of the License (the information must be identical on 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: The authorized representative signs on this line.
- d. Title: Write or type the capacity of the authorized representative who executed the License.
- e. Date: Write or type the *complete* date that the License was signed.

a.	LICENSEE NAME: <u>Your Company Name</u>
b.	Name: <u>Sally Sample</u>
c.	By: <u>Sally Sample</u>
d.	Title: <u>President</u>
e.	Date: <u>January 1, 2020</u>

5. Send both copies of the RtS License, along with the completed PDS and DD2345 forms, to the address below. Do NOT send any payment with these documents – Sandia will mail invoices to you later.

<sup>1</sup> If you would like to negotiate the terms and conditions, Sandia is happy to discuss an alternative license and alternative terms and conditions. WE 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.

**ALL APPLICABLE SECTIONS MUST BE COMPLETED BEFORE SANDIA CAN PROCESS YOUR AGREEMENT.**

**Sandia National Laboratories  
Technology Partnerships Program Participant Data Sheet**

**NOTE: Left mouse click to check boxes electronically.**

<b>Sandia Internal Use:</b> Agreement Number _____				
<b>1.0</b> In Part 1, please provide <b>information</b> for our long-term records and communications with your company/agency.				
<b>1.1</b>	Company/Agency Name:			
	Address for Overnight Delivery:			
	City:	State:	Country:	
	Zip/Postal Code:	Area Code/Phone:	Area Code/FAX:	
<b>1.2</b>	Parent Company (if applicable):			
<b>2.0</b> In Part 2, please provide (if applicable) the pertinent information for the <b>division</b> in your company/agency with whom Sandia will be working. <b>If Part 2 is not completed, then Parts 3 through 12 will apply to the entity listed in Part 1.</b>				
	Division Name:			
	Address for Overnight Delivery:			
	City:	State:	Country:	
	Zip/Postal Code:	Area Code/Phone:	Area Code/FAX:	
	Industry Classification: (select from dropdown list)			
<b>3.0</b> Please provide the company/division or agency name <b>as you want it to appear on the agreement:</b>				
_____				
<b>4.0</b> In Part 4 please provide specific points of contact within your company/agency.				
<b>4.1</b> Please provide the <b>technical point of contact</b> in your company/agency with whom our technical staff will be working.				
<input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. Name: _____				
Address for Overnight Delivery:			Email:	
City:	State:	Country:		
Zip/Postal Code:	Area Code/Phone:	Area Code/FAX:		
<b>4.2</b> This agreement may involve the negotiation of <b>legal and/or business</b> terms and conditions between your company/agency and Sandia. Please provide the <b>point of contact</b> for questions of a non-technical nature, e.g. corporate/agency attorney, contracts manager, etc.				
<input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. Name: _____				
Address for Overnight Delivery:			Email:	
City:	State:	Country:		
Zip/Postal Code:	Area Code/Phone:	Area Code/FAX:		
<b>4.3</b> Please provide the contact information for the <b>individual who will be signing</b> the agreement with Sandia.				
<input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. Name: _____				
Title: _____				
Address for Overnight Delivery:			Email:	
City:	State:	Country:		
Zip/Postal Code:	Area Code/Phone:	Area Code/FAX:		
<b>4.4</b>	Which party should we use as our <b>primary point of contact</b> ?	<input type="checkbox"/> Technical	<input type="checkbox"/> Legal/ business	<input type="checkbox"/> Agreement Signatory
	<b>NOTE:</b> This is the party who will receive the <b>final agreement for routing and signing and the initial invoice</b> , if applicable (enter <b>accounts payable contact</b> information in Part 12 on page 3).			

<b>5.0</b> The company/division listed in Part 2 is <b>(5.1, 5.2, 5.4, and 5.5 must be answered)</b> ; answer 5.3 if applicable). Disregard Part 5 if the entity listed in Part 2 is a government agency:			
<b>5.1</b>	<input type="checkbox"/> A U.S.-owned business	<input type="checkbox"/> A non U.S.-owned business	
<b>5.2</b>	<input type="checkbox"/> A U.S.-controlled business	<input type="checkbox"/> Controlled by a non U.S. entity	
<b>5.3</b>	<input type="checkbox"/> A multi-national company (i.e., U.S.-owned with foreign research and/or manufacturing facilities)		
<b>5.4</b>	<b>State</b> of Incorporation (if incorporated in the U.S.):	<b>Country</b> of Incorporation:	
<b>5.5</b>	Does the company/division have operations in the United States? YES <input type="checkbox"/> NO <input type="checkbox"/>		
<b>6.0</b> 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 <input type="checkbox"/> NO <input type="checkbox"/>			
<b>7.0</b> Are all employees at the company/division or agency listed in Parts 1 and 2 (or subcontractors to the company/division or agency), who will be receiving information and/or intellectual property from Sandia under this proposed agreement, <b>CITIZENS OF THE UNITED STATES?</b> YES <input type="checkbox"/> NO <input type="checkbox"/>			
<b>7.1</b> If 7.0. is NO, of what countries are the recipients a citizen (attach additional information sheets, if necessary, to list all applicable recipients/countries):	Name:	Country:	U.S. immigration status:
	Name:	Country:	U.S. immigration status:
	Name:	Country:	U.S. immigration status:
<b>8.0</b> 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" means within the last two years):			
<b>8.1</b> Sandia employees?	Current <input type="checkbox"/>	Former <input type="checkbox"/>	<input type="checkbox"/> No
<b>8.2</b> Sandia consultants or contractors?	Current <input type="checkbox"/>	Former <input type="checkbox"/>	<input type="checkbox"/> No
<b>8.3</b> Lockheed Martin employees?	Current <input type="checkbox"/>	Former <input type="checkbox"/>	<input type="checkbox"/> No
<b>8.4</b> Department of Energy employees?	Current <input type="checkbox"/>	Former <input type="checkbox"/>	<input type="checkbox"/> No
Name the individual(s) and associations, if any, on an attachment.			
<b>9.0</b> The company/division or agency listed in Part 2 is (check all that apply):			
<b>9.1</b> <input type="checkbox"/> U.S.-owned business registered as a small business with the Central Contractor Registry, located at <a href="http://www.ccr.gov/">http://www.ccr.gov/</a>	<b>9.12</b> <input type="checkbox"/> U.S. institution of higher education (specify below)	<input type="checkbox"/> State-chartered institution	
<b>9.2</b> <input type="checkbox"/> Large business (500 or more employees)	<b>9.13</b> <input type="checkbox"/> Dept. of Energy national laboratory	<input type="checkbox"/> Private institution	
<b>9.3</b> <input type="checkbox"/> Non-profit organization or business under the U.S. Internal Revenue Code Sections 501 or 503	<b>9.14</b> <input type="checkbox"/> Historically Black college or university	<input type="checkbox"/> Certified 8A firm	
<b>9.4</b> <input type="checkbox"/> Consortium or member of a consortium or partnership under the potential agreement	<b>9.15</b> <input type="checkbox"/> Disadvantaged business	<input type="checkbox"/> Woman-owned business	
<b>9.5</b> <input type="checkbox"/> Formed as a joint venture	<b>9.16</b> <input type="checkbox"/> Minority-owned business	<input type="checkbox"/> Native American-owned business	
<b>9.6</b> <input type="checkbox"/> Trade association	<b>9.17</b> <input type="checkbox"/> Hispanic American-owned business	<input type="checkbox"/> African American-owned business	
<b>9.7</b> <input type="checkbox"/> Lockheed Martin company	<b>9.18</b> <input type="checkbox"/> Asian American-owned business	<input type="checkbox"/> Tribal government	
<b>9.8</b> <input type="checkbox"/> U.S. local government entity	<b>9.19</b> <input type="checkbox"/> Foreign company/government entity	<input type="checkbox"/> None of the above (Explain on separate sheet)	
<b>9.9</b> <input type="checkbox"/> U.S. state government entity	<b>9.20</b> <input type="checkbox"/>		
<b>9.10</b> <input type="checkbox"/> U.S. Federal government agency	<b>9.21</b> <input type="checkbox"/>		
<b>9.11</b> <input type="checkbox"/> Contractor to a U.S. Federal government agency requesting access to Sandia intellectual property for use on behalf of the U.S. Government	<b>9.22</b> <input type="checkbox"/>		
	<b>9.23</b> <input type="checkbox"/>		
	<b>9.24</b> <input type="checkbox"/>		
	<b>9.25</b> <input type="checkbox"/>		
<b>If 9.4, 9.5, or 9.6 is checked</b> , is the signatory to this agreement authorized to bind all the members of the consortium, partnership, joint venture, or trade association to the terms and conditions in the proposed agreement? YES <input type="checkbox"/> NO <input type="checkbox"/>			
<b>If 9.11 is checked</b> , fill in all fields below; <b>if 9.13 is checked</b> , fill in contract number & contract start/end dates:			
U.S. Federal government agency:		Federal contract number:	Contract Start & End Dates:
Government Agency Contact Name:		Area Code/Phone:	

<b>10.0</b> Is a U.S. government agency the source of any of the funds that will be paid to Sandia under this proposed agreement? YES <input type="checkbox"/> NO <input type="checkbox"/> <b>If Yes</b> , identify agency (e.g. DOE,NIH, etc.)	
<b>11.0</b> Is either the company or division listed in Part 1.0 and Part 2.0 a debarred, suspended, or ineligible contractor as defined in the Federal Acquisition Regulation 9.4? YES <input type="checkbox"/> NO <input type="checkbox"/>	
<b>By submitting this form to Sandia, 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.</b>	
Name:	
Title:	Date:

<b>If the proposed agreement will involve the <b>payment of funds</b> by your company/agency to Sandia, please complete Part 12 below.</b>		
<b>12.0</b> Please provide your company's/agency's <b>point of contact for accounts payable</b> . <b>NOTE:</b> Unless Sandia 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 (on page 1). Subsequent invoices (if any) will be mailed to the individual identified below.		
<input type="checkbox"/> Mr.	<input type="checkbox"/> Ms.	Name:
Billing Address:		Email:
City:	State:	Country:
Zip/Postal Code:	Area Code/Phone:	Area Code/FAX:
<b>12.1</b> Payments will be made to Sandia as follows (indicate below):		
<input type="checkbox"/> Single payment-in-full	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly
		<input type="checkbox"/> TBD (Explain)
<b>12.2</b> Does your company's/agency's purchase order number need to appear on Sandia's invoice/s?		YES <input type="checkbox"/> NO <input type="checkbox"/> <b>If Yes</b> , provide P.O.#:

**PLEASE PROVIDE ANY SPECIAL BILLING INSTRUCTIONS:**


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## MILITARILY CRITICAL TECHNICAL DATA AGREEMENT

*(Please read Agency Disclosure Notice and Instructions on back before completing this form.)*

OMB No. 0704-0207  
OMB approval expires  
January 31, 2016

**MAIL THE ORIGINAL, COMPLETED FORM AND A COPY OF YOUR COMPANY'S INCORPORATION CERTIFICATE, STATE/ PROVINCIAL BUSINESS LICENSE, SALES TAX IDENTIFICATION FORM OR OTHER DOCUMENTATION WHICH VERIFIES THE LEGITIMACY OF THE COMPANY TO:**

**U.S./CANADA JOINT CERTIFICATION OFFICE  
DLA LOGISTICS INFORMATION SERVICE  
FEDERAL CENTER, 74 WASHINGTON AVE., NORTH  
BATTLE CREEK, MI USA 49037-3084**

<b>1. TYPE OF SUBMISSION</b> <i>(X one)</i>		<input type="checkbox"/> a. INITIAL SUBMISSION	<input type="checkbox"/> b. REVISION	<input type="checkbox"/> c. 5-YEAR RENEWAL
<b>2. ENTERPRISE OR INDIVIDUAL DATA</b> <i>(Referred to as a "certified contractor" upon acceptance of certification by the U.S./Canada - JCO)</i>				
a. NAME <i>(Name of Enterprise or Individual)</i>		b. ADDRESS <i>(Physical address, including P.O. Box if applicable)</i>		
c. NAME OF SUBSIDIARY/DIVISION/DEPARTMENT				
d. CAGE CODE <i>(Mandatory for Enterprise)</i>				
<b>3. DATA CUSTODIAN</b>				
a. NAME <i>(See Instructions)</i>		b. TELEPHONE NUMBER <i>(Primary Company Number preferred - include area code)</i>		
c. TITLE		d. E-MAIL ADDRESS		
<b>4. DESCRIPTION OF RELEVANT BUSINESS ACTIVITY</b> <i>(Print or type)</i>				
<b>5. AS A CONDITION OF RECEIVING MILITARILY CRITICAL TECHNICAL DATA, THE ENTERPRISE OR INDIVIDUAL CERTIFIES THAT:</b>				
<b>a. CITIZENSHIP/RESIDENCY STATUS.</b> The individual designated by name in Item 3, who will act as custodian of the militarily critical technical data on behalf of the contractor, is a citizen or person admitted lawfully for permanent residence into: <i>(X (1) or (2))</i>		<b>d.</b> They will not provide access to militarily critical technical data to persons other than their employees or eligible persons designated by the registrant to act on their behalf unless such access is permitted by U.S. DoDD 5230.25, Canada's TDCR, or by the U.S. or Canadian Government agency that provided the technical data.		
<input type="checkbox"/> (1) THE UNITED STATES		<input type="checkbox"/> (2) CANADA		
<b>b.</b> The data are needed to bid or perform on a contract with any agency of the U.S. Government or the Canadian Government or for other legitimate business activities in which the contractor is engaged, or plans to engage.		<b>e.</b> No person employed by the enterprise or eligible persons designated by the registrant to act on their behalf, who will have access to militarily critical technical data, is barred, suspended, or otherwise ineligible to perform on U.S. or Canadian Government contracts or has violated U.S. or contravened Canadian export control laws or has had a certification revoked under the provisions of U.S. DoDD 5230.25 or Canada's TDCR.		
<b>c.</b> They (1) acknowledge all responsibilities under applicable U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license from the U.S. Government prior to the release of militarily critical technical data within the United States) or applicable Canadian export control laws and regulations, and (2) agree not to disseminate militarily critical technical data in a manner that would violate applicable U.S. or Canadian export control laws and regulations.		<b>f.</b> They are not themselves barred, suspended, or otherwise ineligible to perform on U.S. or Canadian Government contracts, and have not violated U.S. or contravened Canadian export control laws, and have not had a certification revoked under the provisions of U.S. DoDD 5230.25 or Canada's TDCR.		
<b>6. CONTRACTOR CERTIFICATION</b>				
I certify that the information and certifications made by me are true, complete, and accurate to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. <i>(For U.S. contractors see U.S. Code, Title 18, Section 1001 and for Canadian contractors see the Defense Production Act.)</i>				
a. TYPED NAME <i>(LAST, First, Middle Initial)</i>		b. TITLE	c. SIGNATURE <i>(See Instructions)</i>	d. DATE SIGNED
<b>7. CERTIFICATION ACTION</b> <i>(For JCO Use Only)</i>				
a. CERTIFICATION ACCEPTED. This certification number, along with a statement of intended data use, must be included with each request for militarily critical technical data.		b. NUMBER	c. EXPIRATION DATE	
<b>8. DOD OFFICIAL</b>			<b>9. CANADIAN OFFICIAL</b>	
a. TYPED NAME <i>(LAST, First, Middle Initial)</i>			a. TYPED NAME <i>(LAST, First, Middle Initial)</i>	
b. TITLE			b. TITLE	
c. SIGNATURE		d. DATE SIGNED	c. SIGNATURE	d. DATE SIGNED

## INSTRUCTIONS FOR COMPLETING DD FORM 2345

### AGENCY DISCLOSURE NOTICE

The public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, Executive Services Directorate, Information Management Division, 4800 Mark Center Drive, Alexandria, VA 22350-3100 (0704-0207). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

### SPECIFIC INSTRUCTIONS

1. Mark only one box. Mark "REVISION" (of a previously accepted submission) to show revised information, such as addresses or business description. Mark "5-YEAR RENEWAL" in response to a renewal notice from U.S./Canada - JCO. When either the "REVISION" OR "5-YEAR RENEWAL" box is marked, enter your current Certification Number in Item 7.b.

2.a. For an enterprise, show full name of corporate parent; or institution. For an individual, show full name (LAST, First, Middle Initial).

b. Enter the physical mailing address of the enterprise or individual making the certification. If a P.O. Box is used for mailing purposes, include street address as well.

c. Each corporate subsidiary or division that is to receive militarily critical technical data must be certified separately, each with a unique CAGE Code. If not applicable, so state.

3. Show the name, business telephone number (including area code - general company number preferred), title of the individual and their e-mail address who will receive militarily critical technical data and be responsible for its further dissemination.

4. Describe the business activity of the entity identified in Item 2 in sufficient detail for the U.S. or Canadian Government agency controlling the data to determine whether the militarily critical technical data that you may request from time to time are reasonably related to your stated business activity. For example, state that you design and construct high-pressure, high volume hydraulic pumps for use in connection with aircraft control surfaces; do not state simply "hydraulic pumps." Provide concise statements within the space provided.

5. If certifications 5.e. and 5.f. cannot be made, provide (on a separate sheet) a description of any extenuating circumstances that may give sufficient reason to accept your certification.

5.a. If the location of the entity identified in Item 2.a. is in the United States, the individual named in Item 3 must be a U.S. citizen or a person admitted lawfully for permanent residence into the United States. If the location of the entity is in Canada, the individual named in Item 3 may be either a Canadian or U.S. citizen or a person admitted lawfully for permanent residence into Canada.

6. If Item 2 identifies an individual, that individual must sign. **If Item 2 identifies an institution or a corporate entity, a person who can legally obligate the enterprise to a contract must sign. Digital signatures are NOT acceptable.**

7. CERTIFICATION ACTION.

a. ACCEPTED. The U.S./Canada - JCO has assigned the enterprise or individual identified in Item 2.a., a Certification Number which will identify the individual or enterprise as a "certified contractor" as defined in U.S. DoDD 5230.25 or Canada's TDCR. The acceptance is valid for a period of five years from the acceptance date unless sooner revoked under the provisions of U.S. DoDD 5230.25 or Canada's TDCR. If at any time a certified contractor is unable to adhere to the conditions under which a certification was accepted, the contractor's certification is considered void, and the contractor will either submit a revised certification or surrender all militarily critical technical data obtained under this agreement to the data controlling offices specified on the documents.

b. NUMBER. Certification Number (assigned by the JCO).

c. EXPIRATION DATE. Date Certification Number will expire (assigned by the JCO).

### LEGEND:

DoD = Department of Defense

DoDD = Department of Defense Directive

U.S./Canada - JCO = United States/Canada Joint Certification Office

TDCR = Technical Data Control Regulations

Militarily Critical Technical Data = Unclassified technical data as governed by U.S. DoDD 5230.25 or Canada's TDCR.

**NON-EXCLUSIVE 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 \_\_\_\_\_

**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, Sandia hereby grants to Licensee a non-exclusive, fee and royalty bearing, nontransferable license to make, use, and sell LICENSED PRODUCT in the FIELD OF USE.
- 1.2. This License expressly excludes the right to sublicense and the right to have made.
- 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 royalty and/or 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 verbal 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.
  - 2.7. Licensee will meet or exceed all of the performance milestones listed in Exhibit D of this License.

### **3. License Fees and Royalties**

- 3.1. In consideration of Sandia granting the license hereunder, Licensee agrees to pay Sandia the nonrefundable fees and royalties 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.

### **6. Statements, Reports, and Payments**

- 6.1. For the purpose of computing royalties hereunder, LICENSED PRODUCT shall be considered conveyed by Licensee, and royalties earned with respect thereto, when billed or shipped, whichever occurs first, by Licensee.

- 6.2. Licensee shall deliver to Sandia every six (6) months 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. **Such statements are due on the 31<sup>st</sup> of January for the period from July 1<sup>st</sup> through December 31<sup>st</sup> and on July 31<sup>st</sup> for the period from January 1<sup>st</sup> through June 30<sup>th</sup>.** The statement shall give all information necessary for the determination of royalties payable hereunder. Licensee shall accompany each such statement with the payment of all fees and royalties due Sandia. If for any accounting period no fee or royalty payment shall be due, Licensee shall submit a written statement to Sandia to that effect. All statements and accompanying payments shall be delivered to Sandia at the address specified in Exhibit E of this License.
- 6.3. The DOE may require Sandia 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 Sandia in making all such reports.
- 6.4. Licensee shall maintain current and accurate accounting records in such manner and detail to accurately report revenue, units, and all bases utilized for the calculation of royalties and/or fees under this License and accurately report royalties and/or fees paid, payable, received and receivable.
  - 6.4.1. Licensee shall permit the audit and verification of royalty and fee payments due under this License. Licensee shall make such records available for inspection during ordinary business hours at Licensee's ordinary place of business to authorized representatives of Sandia, or at Sandia's discretion transmitted to Sandia's authorized representative's place of business. Licensee shall bear the cost of document transmission. Licensee shall retain such records for five (5) years after the last statement or report is due to Sandia.
  - 6.4.2. If any amounts due to Sandia are determined to have been underpaid, Licensee shall pay such underpaid amount together with accrued interest, within fifteen (15) days of notification by Sandia of the underpayment. If such underpayment is more than five (5) percent of the amount due during the period audited, Licensee shall also pay Sandia for all of the costs and expenses incurred because of such examination by Sandia and its auditors.
- 6.5. Any taxes, assessments or charges assessed or imposed by an entity or government, other than the GOVERNMENT or any state or local government in the United States of America, that Sandia or Licensee shall be required to pay with respect to fees or royalties under this License shall be borne by Licensee.
- 6.6. The rate of exchange to be used in calculating royalties payable by Licensee for an accounting period shall be the rate of exchange published by the Federal Reserve Board on the last business day of such accounting period.
- 6.7. Without excusing prompt payment, any and all payments left unpaid after becoming due as specified in this License shall bear 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 royalties and fees under this License shall continue as set forth in Exhibit C of this License or until the last to expire 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, royalty or other payment or reasonable cooperation due to Sandia, and such default is not cured within fifteen (15) 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 fails to maintain records that substantially allow Sandia to audit for royalties due to Sandia and such default is not cured within fifteen (15) days of Licensee's receipt of a written notice of such default;
  - 7.2.4. Licensee fails to permit Sandia to audit pursuant to Article 6 and such default is not cured within thirty (30) days of Licensee's receipt of a written notice of such default;
  - 7.2.5. 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
  - 7.2.6. Licensee fails to achieve performance milestones as specified in Exhibit D and such default is not cured within thirty (30) days of Licensee's receipt of a written notice of such default.
- 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.
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- 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.

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- 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.

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- 9.2. 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**

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- 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.
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**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. This License will be effective on the last day and year written below.

**SANDIA CORPORATION:**

By: \_\_\_\_\_  
Peter Atherton  
Title: Senior Manager, Industry Partnerships  
Date: \_\_\_\_\_

**LICENSEE NAME:** \_\_\_\_\_

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### Definitions

1. "FIELD OF USE" means ALL.
2. "GOVERNMENT" means the Government of the United States of America and agencies thereof.
3. "LICENSED PRODUCT" means any apparatus, method, or composition of matter designed, manufactured or sold by Licensee that if unlicensed would infringe one or more claims of SANDIA PATENTS.
4. "NET SALES" means the gross sales revenue of LICENSED PRODUCT sold, rented, leased, distributed, or otherwise transferred in an arm's length commercial transaction calculated in accordance with generally accepted accounting practices as consistently applied by Licensee to products owned by Licensee and transferred in a similar manner, less deductions for expenses charged in accordance with generally accepted accounting practices, including, without limitation, applicable taxes, credits, returns, allowances, governmental charges, rebated discounts, or trade discounts.
5. "PARTY" means Sandia or Licensee or, collectively, as "PARTIES" to this License.
6. "SANDIA PATENTS" means the patents referenced and described in Exhibit B of this License, and any divisional, continuation, re-examination, or re-issue thereof.

## **EXHIBIT B**

### **Sandia Patents**

U.S. Patent Serial No. 8,210,767, issued July 6, 2012, entitled “*Vehicle Barrier with Access Delay*” (SD 11111.0)

U.S. Patent Application No. 13/477,946, filed May 22, 2012, entitled “*Vehicle Barrier with Access Delay*” (SD 11111.1)

## EXHIBIT C

### **Nonrefundable Fees and Royalties**

License Issue Fee: Licensee shall pay to Sandia an upfront nonrefundable license fee of \$5,000.00 within 30 days of receiving Sandia invoice.

Annual Patent Use Fee: Licensee shall annually pay to Sandia the sum of \$5,000.00, due on the anniversary date of the last signature to execute this License. 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<sup>nd</sup>) year of the License.

Running Royalties: Licensee shall pay to Sandia a royalty of 3.5% of NET SALES.

## **EXHIBIT D**

### **Performance Milestones**

Licensee to achieve first commercial sale within Two (2) years from the date of the last signature to execute this License.

**EXHIBIT E**

**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.

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