

**INTELLECTUAL PROPERTY MANAGEMENT PLAN**

This intellectual property plan submitted to Chain Reaction Innovations (“CRI” or “Program”), a Lab Embedded Entrepreneurship Program (“LEEP”) at Argonne National Laboratory, located in Illinois, and administered by UChicago Argonne, LLC pursuant to its Prime Contract with the DOE. \_\_\_\_\_, Inc. (“Innovator” or “Participant” for this CRADA), through its representative \_\_\_\_\_, certifies that it is in the process of obtaining the intellectual property rights listed below from Argonne, and owns certain other intellectual property rights listed below, which are or may be relevant to execute the Innovator’s business model.

**I. SCOPE**

Innovator is in discussions with Argonne regarding an option for an exclusive license to the patents and/or patent applications listed in the table in Section II, below. Argonne has informed Innovator that an exclusive license to the below-listed patent application [is][is not] available. Innovator is seeking an option for an [exclusive][non-exclusive] license that will provide to Innovator the right to grant and authorize sublicenses, to make, have made, use, import, offer for sale the claimed products, processes, and materials in the Territory.

By virtue of Innovator’s ownership of the other patent applications listed in the table of Section II below, Innovator has the exclusive right to grant and authorize sublicenses, to make, have made, use, import, offer for sale the claimed products, processes, and materials in the Territory.

**II. PATENT RIGHTS**

All provisional, divisional, continuation-in-part applications, reissues, renewals, re-examinations, and extensions of the following; patents issuing on each of the following; and all foreign counterparts of each of the following.

<b>Serial/Patent No.</b>	<b>Filing/Issue Date</b>	<b>Title</b>	<b>Inventors</b>	<b>Assignee</b>	<b>Territory</b>
XX/XXX,XXX (ANL-IN-XX-XXX)	XX/XX/XXXX	Title	Argonne employees	Argonne National Laboratory	[U.S.] [Worldwide] [Other]
XX/XXX,XXX	XX/XX/XXXX	Title	Innovator	[Innovator (with assignment to company forthcoming)] [Innovator]	[U.S.] [Worldwide] [Other]
XX/XXX,XXX	XX/XX/XXXX	Title	Innovator	[Innovator (with assignment to company forthcoming)] [Innovator]	[U.S.] [Worldwide] [Other]

[In the case of multiple inventors, explain how Innovator obtained rights from co-inventors.]

[Additionally, Innovator has as-yet unfiled inventions invented by \_\_\_\_\_, and to be assigned to Innovator, pertaining to the following:

- [INSERT BRIEF NON-PROPRIETARY DESCRIPTION OF AS-YET UNFILED PATENT APPLICATIONS]

The above-listed Argonne-filed U.S. Patent Application contains the following acknowledgement of government sponsorship:

The U.S. Government claims certain rights in this invention pursuant to Contract No. DE-AC02-06CH11357 between the U.S. Department of Energy and UChicago Argonne, LLC, representing Argonne National Laboratory.

[Of the above-listed Innovator-filed patents/patent applications, the following contain acknowledgements of government sponsorship:

For U.S. [Patent Application No. XX/XXX,XXX] [Patent No. XX,XXX,XXX]:  
[Insert Statement of reserved government sponsorship as it appears in the patent application, verbatim]

Because the CRADA is part of CRI, a federally funded LEEP taking place at a federal government facility, Argonne and Innovator will operate under this reserved government use license for the above-listed patents and patent applications that provide for reserved government use rights.

Innovator has performed a patent search, and Innovator is presently unaware of any other intellectual property required to achieve the project's goals. If Argonne, Innovator or DOE subsequently determine that additional intellectual property will or may be required, the CRADA and/or this IP Management Plan will be amended at that time.

### **III. FIELD OF USE**

As for the Argonne-owned IP identified in Section II: As Argonne's practice is only to provide exclusive licensing in specified fields of use, Innovator intends to negotiate with Argonne the appropriate field(s) of use. To date, the major markets Innovator is considering are:

- [Insert fields of use]

As for the Innovator-owned IP identified in Section II: By virtue of Innovator's ownership of the IP, Innovator has rights to practice in all fields of use.

### **IV. TERRITORY**

As of the date of execution of this plan, Argonne has only filed for a patent application in [the United States] [Other]. Innovator intends to seek a license from Argonne for rights in [United States] [all countries where patent rights have been or will be secured] [other].

As for the Innovator-owned IP identified in Section II: Innovator is seeking patent rights in the [United States] [other], and may potentially seek patent rights elsewhere.

**V. CRADA SUBJECT INVENTIONS**

Any subject inventions that arise under the CRADA will be governed by the terms of the CRADA.

**VI. IP MONITORING ACTION PLAN**

Innovator has begun discussions with Argonne for rights to its invention listed above. Innovator will provide CRI updates on its licensing efforts, every quarter until an option is executed, and upon request thereafter. Innovator will also monitor the patent prosecution of the above-listed patent applications and provide notification to Argonne quarterly, upon any patent filings, and in the event of a notice of allowance.

The Parties share a mutual desire to ensure that CRADA Subject Inventions are appropriately identified, so that reserved government use rights are included in any application, and the US Competitiveness clause appropriately applied.

Unto that end, should the Innovator believe [she][he] an invention outside of the scope of the CRI CRADA, the Innovator agrees to notify CRI of such invention. Innovator should provide a non-proprietary abstract of an invention prior to filing a patent application to allow Argonne and/or the DOE to verify that the invention is not a CRADA Subject Invention. As part of that disclosure, Innovator will provide the supporting facts as to why the invention is not a Subject Invention (e.g., date of invention, location of research/invention, funding used for invention, name of inventors, etc.). CRI may request additional information to make such verification, and the Innovator agrees to work in good faith to provide that information, under duty of confidentiality if necessary. In the event that CRI and the Innovator disagree as to whether an invention is a Subject Invention, the Parties agree to work in good faith to resolve such matter.

**VII. CERTIFICATION & APPROVAL**

**IN WITNESS WHEREOF**, the undersigned certify that to the best of my knowledge the above Intellectual Property Plan is accurate and complete:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_