

**INTELLECTUAL PROPERTY MANAGEMENT PLAN**  
**(INNOVATOR OWNS IP)**

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. \_\_\_\_\_ (“Innovator” or “Participant” for this CRADA), through its representative \_\_\_\_\_, certifies that it has the intellectual property rights listed below, which are or may be relevant to execute the Innovator’s business model.

**I. SCOPE**

Innovator owns the Patent Rights specified herein, including 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. Additionally, Innovator hereby provides to Argonne the right to practice the inventions claimed in the below patents and patent applications in connection with the CRADA.

**II. PATENT RIGHTS**

By virtue of Innovator’s ownership of the below patents and patent applications, Innovator has rights to 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	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]

All of the above are hereby designated as Participant’s Background Intellectual Property under the CRADA.

[Of the above-listed innovator-owned 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 Participant will be operating under reserve government use rights for those inventions under the CRADA.]

Innovator has performed a patent search, and Innovator is presently unaware of any other intellectual property required to achieve the project's goals. If the Laboratory, 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**

By virtue of Innovator's ownership of the IP, Innovator has rights to practice in all fields of use.

### **IV. TERRITORY**

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**

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: \_\_\_\_\_