

INTELLECTUAL PROPERTY MANAGEMENT PLAN
(INNOVATOR HAS LICENSE TO UNIVERSITY 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 obtained [a non-exclusive] [an exclusive] license from the [INSERT UNIVERSITY] for the intellectual property rights listed below, which are or may be relevant to execute the Innovator’s business model.

I. SCOPE

In [INSERT YEAR], Innovator executed [a non-exclusive] [an exclusive] with the [INSERT UNIVERSITY] that granted Innovator rights 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

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.

| Serial/Patent No. | Filing/Issue Date | Title | Inventors | Assignee | Territory |
|-------------------|-------------------|-------|-----------|----------|----------------------------------|
| XX/XXX,XXX | XX/XX/XXXX | Title | Inventors | | [U.S.] [Worldwide] [Other] |

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

[Of the above-listed patents and/or patent applications, the following contain an acknowledgement of U.S. 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 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

Through the aforementioned license, Innovator has secured [a non-exclusive] [an exclusive] license in [all fields of use] [specify which 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

Innovator will also monitor the patent prosecution of the above-listed patent applications and provide notification to Argonne every three months, 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: _____