

PATENT AND TECHNOLOGY EXCLUSIVE LICENSE AGREEMENT SHORT FORM

This AGREEMENT ("AGREEMENT") is made on this _____ day of _____, 20____, (the EFFECTIVE DATE) by and between BOISE STATE UNIVERSITY ("BSU"), an agency of the State of Idaho, whose address is 1910 University Drive, Boise, Idaho 83725, and _____ a _____ corporation having a principal place of business located at _____ ("LICENSEE").

BSU owns certain PATENT RIGHTS and TECHNOLOGY RIGHTS related to LICENSED SUBJECT MATTER developed at BSU. BSU desires to have the LICENSED SUBJECT MATTER developed in the LICENSED FIELD and used for the benefit of LICENSEE, BSU, the inventor(s), and the public. LICENSEE wishes to obtain a license from BSU to practice LICENSED SUBJECT MATTER.

Thus, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

A. Grant of License. BSU hereby grants to LICENSEE a royalty-bearing, exclusive license under LICENSED SUBJECT MATTER to manufacture, have manufactured, use, import, offer to sell and/or sell LICENSED PRODUCTS within LICENSED TERRITORY for use within LICENSED FIELD.

1. LICENSED FIELD means _____.
2. LICENSED TERRITORY means _____.
3. LICENSED SUBJECT MATTER means inventions and discoveries listed on Exhibit I and covered by PATENT RIGHTS and/or TECHNOLOGY RIGHTS within LICENSED FIELD.

B. Consideration. In consideration of rights granted by BSU to LICENSEE under this AGREEMENT, LICENSEE agrees to pay BSU the following:

1. A nonrefundable license documentation fee in the amount of \$_____; and
2. A running royalty equal to _____ percent (%) of NET SALES; and
3. All past and future out-of-pocket expenses incurred by BSU in filing, prosecuting, enforcing and maintaining PATENT RIGHTS and TECHNOLOGY RIGHTS, for so long as, and in such countries as, the AGREEMENT remains in effect. As of the EFFECTIVE DATE, those past expenses equal \$_____; and
4. An Assignment Fee of \$_____; and
5. All other applicable fees: milestone achievement fees, annual maintenance fee, minimum annual royalties, early termination fee, etc.

C. Standard Terms and Conditions. This AGREEMENT includes additional Standard Terms and Conditions, which are hereby incorporated by reference as if set forth herein in their entirety, and are located on the internet at <http://research.boisestate.edu/ott/>. The Standard Terms and Conditions may be modified by BSU from time to time. The Standard Terms and Conditions in existence as of the EFFECTIVE DATE of this AGREEMENT shall control. This AGREEMENT, in its incorporated composite form, represents the entire agreement between LICENSEE and BSU and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral relating to LICENSED SUBJECT MATTER.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Boise State University "BSU"

_____ **"Licensee"**

By: _____
 Name: Stacy Pearson
 Title: Vice President for Financial Affairs
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT I

Exhibit I should be specific such that the subject matter is identified by reference to the inventor's or creator's name(s), and, as applicable: a patent number, patent application serial number, copyright registration number, invention disclosure report, and creation of works disclosure form.