

University Intellectual Property Licensing Agreement

This Intellectual Property Licensing Agreement ("Agreement") is entered into as of ("Effective Date"), by and between ("University"), and ("Licensee"), collectively referred to as the "Parties."

1. Grant of License

University hereby grants to Licensee a (exclusive/non-exclusive), worldwide, (revocable/irrevocable), (assignable/non-assignable) license to use the intellectual property described in Appendix A ("Licensed IP") for the term and purposes set forth in this Agreement.

2. Term

The term of this Agreement shall commence on the Effective Date and continue for years, unless terminated earlier in accordance with this Agreement.

3. Consideration

- Licensee shall pay University a license fee of .
- Royalties: Licensee shall pay a royalty of % of Net Sales derived from the Licensed IP.

4. Intellectual Property Rights

All intellectual property rights in and to the Licensed IP shall remain with University, subject to the license granted herein.

5. Confidentiality

Both Parties shall maintain the confidentiality of confidential information disclosed under this Agreement, as detailed in Appendix B.

6. Warranties and Disclaimers

University makes no warranties, express or implied, regarding the Licensed IP, including its merchantability or fitness for a particular purpose.

7. Termination

1. Either Party may terminate this Agreement upon days™ written notice in the event of a material breach.
2. Upon termination, Licensee shall cease all use of the Licensed IP and return or destroy all copies.

8. Miscellaneous

- This Agreement constitutes the entire understanding of the Parties.
- Amendments must be in writing and signed by authorized representatives.
- Governing Law: This Agreement shall be governed by the laws of .

University:

Name & Title

Date

Licensee:

Name & Title

Date

Appendix A: Description of Licensed IP

Appendix B: Confidential Information