

Patent Licensing Agreement

This Patent Licensing Agreement ("Agreement") is made and entered into as of ("Effective Date") by and between:

Licensor:

Address:

Licensee:

Address:

1. Definitions

"**Patent**" means U.S. Patent No. , entitled , including any continuations, divisionals, reissues, or extensions thereof.

2. Grant of License

The Licensor hereby grants to Licensee a _____ (exclusive/non-exclusive) license to make, use, sell, and import products covered by the Patent in the following territory: .

3. Term

This Agreement shall commence on the Effective Date and continue until expiration of the last to expire of the Patent, unless earlier terminated as set forth herein.

4. Royalties and Payments

- Licensee shall pay Licensor a royalty of _____ % of Net Sales of the Licensed Products.
- Royalties are due within thirty (30) days of the end of each calendar quarter.

5. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary information exchanged under this Agreement.

6. Termination

- Either party may terminate this Agreement upon material breach by the other party, after providing thirty (30) days™ written notice and an opportunity to cure.
- Upon termination, Licensee shall cease all use of the Patent.

7. Miscellaneous

- This Agreement constitutes the entire agreement between the parties regarding its subject matter.

- This Agreement is governed by the laws of _____.

Licensor Signature

Date: _____

Licensee Signature

Date: _____