TERM SHEET FOR NON-EXCLUSIVE LICENSE AGREEMENT

Between UTEP and [INSERT COMPANY NAME]

This Term Sheet, unless specifically stated otherwise herein, is for discussion and planning purposes only and does not constitute an offer, or create any other legal obligation upon any party, affiliate, or representative, thereof. The terms set forth below are not necessarily a complete list of material terms that may be negotiated as part of a definitive license agreement (the "License"). Moreover, unless specifically stated otherwise herein, the terms proposed: a) shall not be construed as a waiver of any rights of Licensor (as defined below), or its affiliate(s), with respect to any existing agreements between Licensor, or its affiliates, and Company (as defined below), or any other matter; b) shall not modify, amend or otherwise alter any existing agreement between Licensor and Company; and c) shall not be relied upon in any manner whatsoever by any party hereto.

LICENSOR:	The University of Texas at El Paso ("University"), on behalf of the Board of Regents ("Board") of The University of Texas System, an agency of the State of Texas, whose address is 500 W. University Ave., El Paso, TX 79968 (collectively, "Licensor")
LICENSEE:	[NAME], a [state] corporation, with its principal place of business at [ADDRESS] ("Company")
PATENT RIGHTS:	Licensor's rights in: (a) U.S. Provisional Patent application _____ filed _____ and PCT application _____ filed _____. (b) all non-provisional patent applications that claim priority to any of the provisional applications listed in (a) above, to the extent the claims of such non-provisional applications are entitled to claim priority to such provisional applications; (c) all divisionals, and continuations filed under section 201.07 of the Manual of Patent Examining Procedure, 8th edition, August 2001 (no Continuation-in-Part (CIPs) without Sponsored Research Agreement); (d) all reissues, reexaminations, extensions, and foreign counterparts of any of the patents or patent applications identified in (a), (b), or (c) above; and (e) any patents that issue with respect to any of the patent applications listed in (a), (b) , (c), or (d) above.
FIELD:	Field shall mean all fields.

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TERRITORY:	[LOCATION OF USE]
LICENSE GRANT:	A non-exclusive license under Licensor's rights in Patent Rights to use Licensed Products and Licensed Services in the Territory. Company is not granted rights to manufacture, have manufactured, distribute, have distributed, sell, offer for sale, lease, loan, or import products utilizing Licensor's Patent Rights.
UPFRONT LICENSE FEE:	$_____ due on Effective Date
ANNUAL MANAGEMENT FEE:	$_____ due on each anniversary of the Effective Date
SPONSORED RESEARCH	If Company enters into a Sponsored Research Agreement (SRA) with Licensor, Licensor grants Company an exclusive 6 month option period from the date of Patent Application filing to negotiate and execute a Patent License Agreement for non-exclusive use of any Patent Applications developed from the SRA. Inventorship determined according to U.S. Patent Law for any Patent Applications developed from the SRA. Licensor shall own any inventions and know-how developed from the SRA.
NON-ROYALTY INCOME:	NONE
PATENT EXPENSES:	In the event that Licensor determines not to incur additional expenses in connection with patenting the Patent Rights, Licensor shall notify Company, and Company shall have the right to cause Licensor to incur additional costs in return for Company agreeing to reimburse Licensor for all future patent related patent costs incurred by Licensor including, without limitation, prosecution, maintenance and defense (including interference, oppositions, revocations etc.).
MINIMUM ROYALTY	NONE
MILESTONE FEES:	NONE
ASSIGNMENT FEE	NONE. No assignment permitted.
TERM:	The License shall have a term of ____ years.

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ADDITIONAL TERMS:	TBD by the Parties

Questions?

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