License Agreements

Discoveries derived from NIH's Intramural and Extramural laboratories can be licensed exclusively or non-exclusively to enable the technologies to be commercialized and reach the public. In addition to discoveries from NCI laboratories, we execute licensing for the following NIH Institutes:

- Center for Information Technology
- Clinical Center
- Eunice Kennedy Shriver National Institute on Child Health & Human Development
- National Center for Complementary and Integrative Health
- National Eye Institute
- National Institute on Aging
- National Institute on Drug Abuse
- National Institute on Minority Health and Health Disparities
- National Library of Medicine

Examples of licensing agreements and applications are on the Forms & Model Agreements page of the NIH Office of Technology Transfer web site, with the exception of the Startup Exclusive License located here.

- License Agreements are legally binding and are subject to Federal, state, and local regulatory authorities;
- NIH licensees have the right to exclude others from making, using, importing, or selling the licensed invention within the field(s) of use identified within the license;
- The licensee can choose to license a technology using either an Exclusive License Agreement or a Non-exclusive License Agreement;
  - The Exclusive License limits the use of the invention to a single group or entity in a particular field of use;
  - A Non-exclusive License allows the invention’s use by multiple entities within the same field of use.
- A license may cover one or more patented, or patent pending, inventions as well as unpatented biological materials or software code;
- The licensee will be required to pay licensing fees and make royalty payments, the frequency and amount of which are determined as part of the Licensing Application’s negotiation process
  - Payments and royalties are based in part on the type of license selected and other factors associated with the value of the licensed invention to the market place once commercialized.

The NCI TTC developed several model License Agreements that serve as the baseline starting point for all license negotiations.

- A business development plan must be submitted as part of the license application process, and serves as the basis for establishing performance benchmarks that are
included in the license agreement;

- Once a license is awarded, the NIH Office of Technology Transfer (OTT) and the NCI TTC work closely with licensees to monitor performance and to adjust benchmarks, when appropriate, to ensure successful commercial launch of the invention;
- Licensees are required to provide annual confidential reports on their “use of” or “commercialization efforts for” a licensed technology;
- These reports are kept confidential, to the extent permitted by law;
- The license is revocable under specific circumstances, such as (but not limited to): non-use of the patent, material breach of the terms, failure to comply with governing regulations, or failure to satisfy public health needs.

The licensing process for NIH is described here.

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<th>TYPE</th>
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<th>FEATURES</th>
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| Non-exclusive | Commercial Evaluation License Agreement | • Internal Use and evaluation;  
• Short term (6-12 months);  
• No right to sell or distribute materials or services. | NIH-patented invention |
| Non-exclusive | Non-exclusive Patent License Agreement | • Commercial Use  
• For commercial manufacture and sale of materials and/or services.  
• Internal Use and evaluation;  
• No right to sell or distribute materials or services. | NIH-patented invention |
| Non-exclusive | Biological Material License Agreement | • Commercial Use;  
• For commercial manufacture and sale of materials and/or services.  
• Internal Use and evaluation;  
• Evaluation only, no right to sell or distribute materials or services. | Non-patented biological materials (“Research Tools”) |
<p>| Non-profit | Non-profit License Agreement | For non-profit | Patented inventions and non-patented biological materials Non-Profit License Agreements “Research Tools” |</p>
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|      | • Exclusive Patent License Agreement  
      • Co-exclusive Patent License Agreement | • Commercial Use  
      • For commercial manufacture and sale of materials and/or services. | NIH-patented invention |
|      | Non-profit License Agreement | For non-profits | NIH-patented inventions and non-patented biological materials  
Non-Profit License Agreements  
“Research Tools” |
| EXCLUSIVE | Start-up Exclusive Evaluation Option License Agreement | • For Start-up companies;  
• Short-term and evaluation only. | Selected patented inventions from select intramural inventions from NCI and the nine NIH Institutes and Centers served by the TTC |
|      | Start-up Exclusive Patent License Agreement | • For Start-up companies;  
• For evaluation and/or commercialization. | Selected patented inventions from select intramural inventions from NCI and the nine NIH Institutes and Centers served by the TTC |
| OTHER | License Agreement Amendment | Amendment to executed license agreement | |

**Updated**
Wednesday, August 4, 2021

**Source URL:** https://techtransfer.cancer.gov/partnering-with-nih/licensingagreements