

LICENSE AGREEMENT FOR  
INCOMING UNM RESEARCHER

This is a license agreement between \_\_\_\_\_  
 (“Researcher”) and the regents of the University of New Mexico (“UNM”), a New  
 Mexico institution of higher education. The parties agree as follows:

1. Recitals
  - a. Researcher was employed at \_\_\_\_\_,  
 a \_\_\_\_\_ (“Former Institution”)  
 from \_\_\_\_\_ to \_\_\_\_\_. During the period of  
 Researcher’s employment at Former Institution, Researcher created  
 intellectual property (the “Intellectual Property”), including the  
 intellectual property disclosed and/or referenced in Exhibit A.
  - b. Researcher and UNM have agreed that Researcher will commence (or  
 has commenced) employment at UNM on or about \_\_\_\_\_.  
 It is expected that Researcher’s UNM work may be in areas similar or  
 related to those in which Researcher was engaged at Institution. It is  
 further contemplated that Researcher will work collaboratively at UNM  
 with other UNM faculty, staff, students, and collaborators. It is  
 expected that in the course of Researcher’s work at UNM, Researcher  
 may use and share with others the Intellectual Property.
  - c. Rights to the Intellectual Property are held by Researcher, Former  
 Institution, or both of them. Rights of the Former Institution, if any,  
 may be transferred in whole or in part to Researcher in the future.
  - d. It is the intent of the parties that Researcher should have freedom to  
 use the Intellectual Property in Researcher’s work at UNM. It is the  
 further intent of the Parties that in the interest of promoting academic  
 research collaborations, that UNM, and its faculty, students, staff, and  
 research partners should be able to collaborate freely with Researcher  
 without risk of exposing itself and themselves to the risk of liability  
 relative to Researcher.
  - e. The Parties agree that unless rights to the Intellectual Property are  
 shared, Researcher’s work at UNM will be constrained, and therefore  
 execute this License Agreement in order to promote Researcher’s work  
 at UNM.

2. Definition

- a. Patent Rights shall mean: (a) any patents and patent applications listed on Exhibit A; (b) any corresponding foreign patents and patent applications, whether now existing or hereafter filed; (c) any provisionals, substitutions, divisionals, reissues, renewals, continuations, continuations-in-part, substitute applications and inventors' certificates arising from, or based upon, any of the foregoing patents or patent applications or claiming priority from the foregoing patent applications or patents; and (d) any patents issuing from any of the foregoing applications. The Intellectual Property includes but is not limited to the Patent Rights.

3. Grant of License

- a. Researcher License to UNM. Researcher hereby grants to UNM a non-exclusive, world-wide, fully paid up, royalty-free license, with the right to sublicense as set forth in Section 3(c), to Researcher's present and future rights and interests in the Intellectual Property, to use the Intellectual Property for its research, education, and public service missions. For so long as Researcher is employed at UNM, Researcher shall notify UNM in writing within thirty (30) days of any acquisition of rights or interests in the Intellectual Property, including releases to Researcher of Intellectual Property rights by Former Institution. Any such rights shall be included within the scope of the above license.
- b. Rights included in License. The rights granted pursuant to Subsection 3(a) include, but are not limited to, the ability to distribute any technological or biological material covered under the Intellectual Property for research use to commercial and noncommercial entities as is customary in the scientific community, and the right to allow commercial and noncommercial use of equipment and/or material created at UNM and/or located on the UNM campus.
- c. Sublicenses. UNM shall have the right to grant sublicenses to the Intellectual Property to strategic or collaborative partners of UNM for use in collaborative research or development.

4. Filing, Prosecution and Maintenance of Patent Rights.

UNM acknowledges that Former Institution and Researcher have the sole right to control the filing, prosecution and maintenance of all patent applications and patents included in the Patent Rights, at their own expense.

In Witness Whereof, the Parties herein have caused their duly authorized representatives to execute this License Agreement.

\_\_\_\_\_  
**Researcher** (Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date:

**University of New Mexico**

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Exhibit A: Disclosed Intellectual Property

*Revised 4/4/05 - EMP*  
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