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Notice Regarding Los Alamos National Laboratory (LANL) Licensing Practices

Licensing Authority

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- LANS' typical nonexclusive license requires an up-front, nonrefundable issue fee; royalty payments based on products sold; an annual maintenance fee that may convert to a minimum annual royalty, and recovery of a portion of LANS' patenting costs. The issue and annual fees and royalties are based on a fair market value of the products or services incorporating the licensed technology and will vary depending on the number of patents licensed, the demand for the technology, and the number of companies already licensed. In some circumstances, due diligence performance milestones are required.

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Regulatory approvals

Licensee is solely responsible for obtaining any regulatory approvals that may be needed to practice the technology. LANS cannot advise nor assist any company in obtaining such approvals.

Technical Assistance

Licensee is solely responsible for the commercialization of the licensed inventions. Under special circumstances, LANS may agree to provide limited technical assistance, not to include research and development activities, to Licensee on a full cost recovery basis (pre-paid) through a separate contractual arrangement.

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Licensee must insure its activities relating to the license agreement at its own cost with an insurance company acceptable to LANS. Licensee must provide LANS with proof of coverage to show compliance with this requirement.

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