

# Grant-Back Patent License Agreement

This Grant-Back Patent License Agreement (‘‘Agreement’’) is made and entered into as of [ ] (the ‘‘Effective Date’’), by and between:

- **Licensor:** [ ], having its principal place of business at [ ],
- **Licensee:** [ ], having its principal place of business at [ ].

## Recitals

1. WHEREAS, Licensor owns certain patent rights relating to: [ ];
2. WHEREAS, Licensee desires to obtain a license under such patent rights and Licensor is willing to grant such a license, subject to the terms and conditions set forth herein;
3. WHEREAS, the parties desire that any improvements to the Licensed Patents developed by Licensee shall be licensed back to Licensor.

## 1. Definitions

‘‘Licensed Patents’’ means: [ ].

## 2. Grant of License

Licensor hereby grants to Licensee a non-exclusive, royalty-bearing license to make, use, sell, and import products under the Licensed Patents within: [ ].

## 3. Grant-Back License

Licensee agrees to grant to Licensor a non-exclusive, royalty-free license under any and all improvements, modifications, or enhancements to the Licensed Patents that are developed by Licensee during the term of this Agreement.

## 4. Term

This Agreement shall remain in effect from the Effective Date until: [ ] unless terminated earlier in accordance with Section 7.

## 5. Consideration

Licensee shall pay Licensor: [ ] as consideration for the rights granted under this Agreement.

## 6. Confidentiality

Both parties agree to maintain the confidentiality of all information disclosed under this Agreement.

## 7. Termination

This Agreement may be terminated by either party upon written notice if the other party breaches any material term and fails to cure the breach within: [ ] days.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of: [ ].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Licensor: [ ]

Licensee: [ ]

