NIH or HEW file

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
Public Health Service
National Institutes of Health
Bethesda 14, Md.

PATENT AGREEMENT

Institution:

Investigator:

Title of Research Proposal: RESEARCH GRANTS:

The following amended patent agreement is accepted by _____ and becomes a part of the official application for Public Health Service Support, identified as _____:

"If any invention arises or is developed in the course of the work aided by the grant, the undersigned grantee will refer to the Assistant Secretary (Health and Scientific Affairs) for determination as to whether patent protection shall be sought and how the rights in the invention, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

"In connection with the substances to be synthesized and/or to be developed under the subject grant, which are submitted to a tester for screening purposes, the grantee and the tester hereby agree to the following conditions:

1. Information concerning the first utility of a grant-originated substance, where such utility is developed by a tester with the use of grant funds, shall be reported to the Inventions Office, Department of Health, Education, and Welfare for disposition by the Assistant Secretary (Health and Scientific Affairs) of all rights in any invention based thereon. Where the first utility of such substance, which substance is not in the public domain, is developed by a tester at its own expense, the information shall be reported to the Inventions Office, Department of Health, Education, and Welfare.

1. Continued
Any of grantee's rights in any invention resulting therefrom shall be subject to disposition by the Assistant Secretary (Health and Scientific Affairs).

2. Information demonstrating any utility or new use of the substance obtained by the tester based upon data or suggestions related to such utility or new use obtained from the grantee acting within the scope of his grant shall be reported promptly to the grantee and furnished to it for use by the Department of Health, Education, and Welfare in connection with any application for patent which the Department of Health, Education, and Welfare may file.

3. The tester shall not publish such results on which reports of testing were furnished to the grantee for the Department of Health, Education, and Welfare use for a period of twelve (12) months after reporting except with the consent of all parties concerned.

4. The tester shall be entitled to file patent applications upon and obtain the exclusive patent rights to new uses of the substances, which he discovers and reduces to practice at his own expense except in any case where the grantee or any employee of the grantee contributed to or participated in the conception and/or reduction to practice of such new use as a co-inventor. There shall be reserved to the Government under any such new use patent (for such substances as were first discovered by the grantee and are not in the public domain) obtained by the tester, a nonexclusive, irrevocable, royalty-free license to the Government with the power to sublicense for all Government purposes as defined by The White House Statement of October 10, 1963."

(Accepted_____ (Signed _____
(Tester) (Principal Investigator or Project Director)

(Title)_____ (Accepted)_____
(Institution Official Responsible for Patent Matters)

(Date)_____ (Title) _____

(Date)_____