**DRAFT March 17, 2024**

**FOR DISCUSSION PURPOSES ONLY**

**ANY FINAL AGREEMENT REQUIRES SIGNATURE APPROVAL OF AN OFFICER OF MAYO**

This patent license agreement (“Agreement”) is by and between Mayo Foundation for …..

****Article 1.00 - Definitions****

A - aaaaaaaaaaaaaaaaaaaaaaaa

B - bbbbbbbbbbbbbbbbbbbbbbb

C - cccccccccccccccccccccccc

D – ddddddddddddddddddddddd

****Article 2.00 – Grant of Rights****

**2.01 GRANT. Subject to the terms and conditions of this Agreement, MAYO grants to Vanderbilt University: (a) an nonexclusive license without the right to sublicense, withing the Field and Territory. N/A N/A**

**2.02 RESERVATION OF RIGHTS. All rights herein are subject to: (a) the rights and obligations to and requirements of the U.S. government, if any have arisen or may arise, regarding the N/A, including as set forth in ….**

****Article 3.00 – Confidentiality****

**3.01 TREATMENT OF CONFIDENTIAL INFORMATION. Except as provided for in 2.02 (Reservation of Rights)**

**3.02 RIGHT TO DISCLOSE**

1. **To the extent it is reasonably necessary or appropriate to fulfill its obligations or exercise its rights under this Agreement, Vanderbilt University may disclose Confidential Information of MAYO to its consultants and outside contractors on the condition that each such entity or person agrees to obligations of confidentiality and non-use at least as stringent as those herein.**
2. **To the extent is ………………………………………………….**