**DRAFT {{Draft\_Date}}**

**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 {{sec\_A}} - Definitions****

A - aaaaaaaaaaaaaaaaaaaaaaaa

B - bbbbbbbbbbbbbbbbbbbbbbb

C - cccccccccccccccccccccccc

D – ddddddddddddddddddddddd

****Article {{sec\_B}} – Grant of Rights****

**{{sec\_BA}} GRANT. Subject to the terms and conditions of this Agreement, MAYO grants to {{Company\_Name}}: (a) an {{A1}} license {{A2}} the right to sublicense, withing the Field and Territory. {{A3}} {{A4}}**

**{{sec\_BB}} 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 {{A5}}, including as set forth in ….**

****Article {{sec\_C}} – Confidentiality****

**{{sec\_CA}} TREATMENT OF CONFIDENTIAL INFORMATION. Except as provided for in {{sec\_BB}} (Reservation of Rights)**

**{{sec\_CB}} RIGHT TO DISCLOSE**

1. **To the extent it is reasonably necessary or appropriate to fulfill its obligations or exercise its rights under this Agreement, {{Company\_Name}} may disclose Confidential Information of MAYO to its {{B1}} 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 ………………………………………………….**