

## Licensee Information Coversheet

UCF, as a signatory to the Stanford COVID-19 Technology Access Framework, and consistent with COVID-19 Licensing Guidelines provided by the Association of University Technology Managers ("AUTM"), has adopted this time-limited, non-exclusive, royalty-free Agreement to facilitate rapid pandemic response by Licensee. UCF is committed to enabling broad distribution of products and technologies that may be useful for prevention, diagnosis, treatment, and containment of COVID-19 infection and protection of healthcare workers during the COVID-19 pandemic.

**Please fill out the information below and within the Agreement, then digitally sign and return to [john.miner@ucf.edu](mailto:john.miner@ucf.edu). After UCF review of the signed Agreement, a digital file of the Work(s) will be sent to the contact designated below electronically.**

**Licensee (Organization) Name:** \_\_\_\_\_

**Name of Contact (to whom the digital file will be sent):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Name of Authorized Signatory for the Organization:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

## COVID-19 Technology Access Framework

### Non-Exclusive Royalty-Free Copyright License

**This COVID-19 Technology Access Framework Non-Exclusive Royalty-Free Copyright License Agreement** (“Agreement”) is for the purpose of facilitating rapid global access to certain copyright works that may be useful for preventing, diagnosing, and treating COVID-19 infection during the pandemic, and for a short period thereafter, as set forth herein.

This Agreement, made the date of last signature below (“Effective Date”), is by and between University of Central Florida Research Foundation Inc. (“Licensor”), a Florida not-for-profit corporation and direct service organization acting as an instrumentality of the University of Central Florida Board of Trustees (“UCF”), with an address of 12201 Research Parkway, Suite 501, Orlando, FL 32826, and

\_\_\_\_\_,  
a/an \_\_\_\_\_, having an office and place of business  
at \_\_\_\_\_ (“Licensee”).

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### 1. Non-Exclusive License

**a.** Licensor hereby grants to Licensee a royalty-free, non-exclusive, worldwide right to copy, distribute, display, perform, transmit, and publish the WORK(s), as described in Section 2 (“WORK(s)”), for the purpose of making and distributing products to prevent, diagnose, and treat COVID-19 infection.

**b.** The license granted by Licensor herein shall not be construed to confer any rights upon Licensee by implication, estoppel, or otherwise as to any technology or works not part of the WORK(s) expressly identified in Appendix A, nor to grant license to the WORK(s) for any other purpose other than making and distributing products to prevent, diagnose, and treat COVID-19 infection, and all rights not specifically granted herein are expressly reserved by Licensor. Licensor retains all rights to revise and/or modify the WORK(s). Any rights not expressly granted herein are hereby expressly reserved to Licensor. **Licensor expressly retains the right to use and license the WORK(s) for any and all commercial, research and academic purposes.**

**c.** The license granted by Licensor herein is subject to, as applicable: (i) any limitations imposed by the terms of any U.S. Government grant, contract, or cooperative agreement that supported, directly or indirectly, the creation of the WORK(s), and (ii) requirements of 35 U.S.C. Sections 200 et seq., as amended, and implementing regulations and policies.

**d.** The royalty-free license granted to Licensee herein is conditional, and requires Licensee to commit, and **Licensee does hereby commit** to distribute resulting products as widely as possible, and at a low cost that allows broad accessibility during the term of this license. Accordingly, Licensee commits to “sell at cost”, selling WORK(s) at no more than Licensee’s cost of producing and distributing such WORK(s).

## **2. Description of the WORK(s)**

The WORK(s) that are the subject of the license are specified in Appendix A, incorporated herein by reference.

## **3. Delivery of the WORK(s)**

Licensor will provide Licensee access to the WORK(s) via an electronic file transfer medium agreed to by the parties.

## **4. Costs**

Licensee shall be responsible for any and all costs related to Licensee’s exercise of the license granted herein, including without limitation, any printing or other distribution costs, and Licensee shall be solely responsible for the payment and discharge of any taxes or duties relating to any action of Licensee, its employees, contractors, or agents in connection with its exercise of the license granted by Licensor.

## **5. Amendments**

The written provisions contained in this Agreement constitute the sole and entire Agreement made between the Licensor and the Licensee concerning the WORK(s), and any amendments to this Agreement shall not be valid unless made in writing and signed by both parties hereto.

## **6. Termination**

- a.** Unless sooner terminated, this Agreement will last 2 years from Effective Date.
- b.** Licensee may terminate this Agreement without cause upon written notice to the Licensor.
- c.** Upon declaration of the end of the pandemic, Licensor may terminate this Agreement without cause upon ninety (90) days written notice to the Licensee.
- d.** Licensor may terminate this Agreement with cause upon thirty (30) days written notice to Licensee.
- e.** In the event of termination, Licensee warrants and represents that all right, title and interest to the WORK(s) whatsoever granted to Licensee pursuant to this Agreement by Licensor immediately revert to Licensor without any further notice or action by the parties.

## **7. Construction, Binding Effect, and Assignment**

This Agreement shall be construed and interpreted according to the laws of the State of Florida without reference to any conflicts of laws provisions. Venue for any action arising out of this Agreement shall be in Orange County, Florida, and the parties expressly waive any objections to such jurisdiction and venue. This Agreement shall be binding upon the parties hereto, their heirs, successors, permitted assigns, and personal representatives. This Agreement is not assignable or transferrable without prior written notice and written agreement by an authorized representative of both parties.

## **8. NO WARRANTIES**

LICENSEE AGREES THAT THE WORK(S) ARE “AS IS” AND THE RIGHTS GRANTED HEREUNDER ARE MADE AVAILABLE WITHOUT WARRANTY OF ANY KIND EXPRESS OR IMPLIED. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY LICENSOR OR UCF THAT PRACTICE BY LICENSEE OF THE LICENSE GRANTED HEREUNDER OR USE OF THE WORK(S) SHALL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LICENSOR AND UCF EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OF CONTENT IN THE WORK(S), AND ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND WITH RESPECT TO ANY USE OR OTHER DISPOSITION OF THE WORK(S) OR DERIVED PRODUCTS OR ARISING IN ANY WAY OUT OF THIS LICENSE.

## **9. Liability**

Licensee accepts all liability in connection with Licensee’s exercise of the license rights and related use of the Work(s) and shall hold Licensor harmless from any claims, actions, and/or damages that result therefrom.

In no event will either party be responsible for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business, and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether advised or had reason to know of the possibility of incurring such damages in advance.

Both parties agree that nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

## **10. Indemnity**

To the extent permitted by law, Licensee agrees to indemnify and hold harmless Licensor, UCF, its trustees, and their respective directors, officers, employees, agents, licensees, associates and affiliates, from and against any loss, liability, damage or cost Licensee may incur as a result of use of the WORK(s), with the exception of claims of intellectual property infringement arising from the content of the WORK(s). For purposes of clarity, in the event of a claim of intellectual property infringement arising from the content of the WORK(s), each party shall notify the other and shall use reasonable efforts to mitigate any potential damages, recognizing that the WORK(s) are provided “as-is”, with no warranty.

LICENSEE UNDERSTANDS AND AGREES THAT LICENSEE IS SOLELY RESPONSIBLE FOR LICENSEE'S DUE DILIGENCE. LICENSOR AND UCF SHALL HAVE NO OBLIGATION TO DEFEND OR OTHERWISE COMPENSATE OR PARTICIPATE IN ANY DEFENSE OF ANY CLAIM AGAINST LICENSEE, NOR TO ENFORCE ANY CLAIM AGAINST ANY THIRD PARTY AS TO INFRINGEMENT OR OTHERWISE.

## **11. Miscellaneous**

- a.** Licensee shall not use the name of Licensor or UCF, or any trademark, trade device, service mark, symbol, or any abbreviation, contraction, or simulation thereof, owned by Licensor or UCF, nor the names of any office employees, or any adaptation thereof, in any advertising, promotional, or sales literature without prior written consent obtained from an authorized officer of Licensor or UCF in each case.
- b.** Licensee may state that it is licensed by Licensor for its use of the WORK(s).
- c.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- d.** Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.
- e.** The provisions of Articles 5, 6(e), 7, 8, 9, 10 and 11 shall survive beyond the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

FOR LICENSEE:

FOR UNIVERSITY OF CENTRAL FLORIDA RESEARCH  
FOUNDATION, INC.:

By \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Svetlana Shtrom, Ph.D., MBA

Vice President of Technology Transfer

Printed Name \_\_\_\_\_

Date: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Address of Principal Place of Business: \_\_\_\_\_

State of Organization: \_\_\_\_\_

