

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EXECUTIVE ORDER 9424, CONFIRMATORY LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
HARVARD UNIVERSITY	09/09/1985
RECEIVING PARTY DATA	
Name:	National Institutes of Health (NIH), U.S. Dept. of Health and Human Services (DHHS), U.S. Government
Street Address:	NIH Division of Extramural Inventions and Technology Resources (DEITR)
Internal Address:	6705 Rockledge Drive, Suite 310, MSC 7980
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20892-7980
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09761647
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NAME OF SUBMITTER:	Director, DEITR, NIH
Total Attachments: 2	
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LICENSE TO THE UNITED STATES GOVERNMENT

WHEREAS, David A. Evans and Eric B. Sjogren of Concord, Massachusetts and Arlington, Massachusetts, respectively, have invented "Intermediates and Process for Antibiotics" and filed a patent application thereon in the United States bearing Serial Number 761,647 and filing date August 2, 1985; and

WHEREAS, the invention was made in the course of research supported by the Department of Health and Human Services; and

WHEREAS, the United States Government is entitled to certain rights in and to said invention and application by reason of the terms of such support; and

WHEREAS, the President and Fellows of Harvard College, hereinafter called the "Licensor", has acquired by assignment from the inventors the entire right, title, and interest of the inventors to such invention;


NOW, THEREFORE

1. The Licensor, in consideration of the premises and other good and valuable consideration, hereby grants and conveys to the United States Government a royalty-free, nonexclusive and irrevocable license for governmental purposes and on behalf of any foreign government pursuant to any existing or future treaty or agreement with the United States under the aforesaid patent application, and any and all divisions or continuations, and in any and all patents or reissues which may be granted thereon during the full term or terms thereof. As used herein, "governmental purposes" means the right of the Government of the United States, including any agency thereof, to practice and have practiced (make or have made, use or have used, sell or have sold) in connection with the programs funded in whole or in part by the Federal Government throughout the world by or on behalf of the Government of the United States.

2. The Licensor covenants and warrants that he has the right to grant the foregoing license, and that any assignment which he may make of the invention or the said patent applications or patents thereon, shall expressly be made subject to this license.

3. The Licensor agrees that the Government shall not be estopped at any time to contest the enforceability, validity, scope of or title to, any patent or patent application herein licensed.

THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE

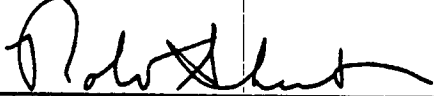


Joyce Brinton, Director
Office for Patents, Copyrights
and Licensing

Date 9/9/85

CERTIFICATE

I, Robert Shenton, certify that I am the Secretary of the Institute named as Licensor herein; that Joyce Brinton, who signed this License on behalf of the Institution is Director of the Office for Patents, Copyrights and Licensing of said Institution; and that said License was duly signed for and on behalf of said Institution by authority of its governing body, and is within the scope of its corporate powers.



(Signature) Robert Shenton

9/10/85
(Date)

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