PUBLIC HEALTH SERVICE

Amendment

This Agreement is based on the model Amendment Agreement adopted by the U.S. Public Health Service ("PHS") Technology Transfer Policy Board for use by components of the National Institutes of Health ("NIH"), the Centers for Disease Control and Prevention ("CDC"), and the Food and Drug Administration ("FDA"), which are agencies of the PHS within the Department of Health and Human Services ("HHS").

This Cover Page identifies the Parties to this Agreement:

The U.S. Department of Health and Human Services, as represented by [Insert the full name of the IC], an Institute or Center (hereinafter referred to as the "IC") of the [INSERT as appropriate: NIH, CDC, or FDA]

and

[Insert Company’s official name], hereinafter referred to as the "Licensee", having offices at [Insert Company’s address], created and operating under the laws of [Insert State of Incorporation].

Tax ID No.: _____________________
X AMENDMENT TO L-XXX-200X/0

This is the ____ amendment ("____ Amendment") of the agreement by and between the IC and Licensee having an effective date of ____ and having IC Reference Number L-XXX-200X/X ("Agreement"). This ____ Amendment, having IC Reference Number L-XXX-200X/X includes, in addition to the amendments made below, 1) a Signature Page, 2) Attachment 1 (Shipping Information) and 3) Attachment 2 (Royalty Payment Information).

WHEREAS, the IC and the Licensee desire that the Agreement be amended a _____ time as set forth below in order to "reason for amendment."

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the IC and the Licensee, intending to be bound, hereby mutually agree to the following:

1) XXXXXXX.
2) XXXXXXX.
3) Within sixty (60) days of the execution of this ______ Amendment, the Licensee shall pay the IC an amendment issue royalty in the sum of XXXX US Dollars ($XXXXX), and payment options may be found in Attachment 2.

4) In the event any provision(s) of the Agreement is/are inconsistent with Attachment 1 and/or 2, such provision(s) is/are hereby amended to the extent required to avoid such inconsistency and to give effect to the shipping and payment information in such Attachment 1 and/or 2.

5) All terms and conditions of the Agreement not herein amended remain binding and in effect.

6) The terms and conditions of this ______ Amendment shall, at the IC’s sole option, be considered by the IC to be withdrawn from the Licensee’s consideration and the terms and conditions of this ______ Amendment, and the ______ Amendment itself, to be null and void, unless this ______ Amendment is executed by the Licensee and a fully executed original is received by the IC within sixty (60) days from the date of the IC’s signature found at the Signature Page.

7) This ______ Amendment is effective on ___________________________ upon execution by all parties.

SIGNATURES BEGIN ON NEXT PAGE

A-XXX-201X

CONFIDENTIAL - NIH
Amendment of L-XXX-200X/0 Draft/Final COMPANY DATE
Model 10-2015 Page 2 of 8
SIGNATURE PAGE

In Witness Whereof, the parties have executed this ______ Amendment on the dates set forth below. Any communication or notice to be given shall be forwarded to the respective addresses listed below.

For the IC:

________________________ __________________
Name Date
Title Office

National Institutes of Health

Mailing Address or E-mail Address for Agreement notices and reports:

License Compliance and Administration
Monitoring & Enforcement
Office of Technology Transfer
National Institutes of Health
6011 Executive Boulevard, Suite 325
Rockville, Maryland 20852-3804 U.S.A.

E-mail: LicenseNotices_Reports@mail.nih.gov

For the Licensee (Upon information and belief, the undersigned expressly certifies or affirms that the contents of any statements of the Licensee made or referred to in this document are truthful and accurate.):

________________________ __________________
Signature of Authorized Official Date
Name:
Title:

I. Official and Mailing Address for Agreement notices:

________________________
Name

________________________
Title

Mailing Address:
II. Official and Mailing Address for Financial notices (the Licensee’s contact person for royalty payments):

Name  

Title  

Mailing Address:  

Email Address:  

Phone:  

Fax:  

Any false or misleading statements made, presented, or submitted to the Government, including any relevant omissions, under this Agreement and during the course of negotiation of this Agreement are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§3801-3812 (civil liability) and 18 U.S.C. §1001 (criminal liability including fine(s) or imprisonment).
ATTACHMENT 1 – SHIPPING INFORMATION

The Licensee’s Shipping Contact: information or questions regarding shipping should be directed to the Licensee’s Shipping Contact at:


Phone: () Fax: () E-mail: 

Shipping Address: Name & Address to which Materials should be shipped (please be specific):


Company Name & Department

Address:


The Licensee’s shipping carrier and account number to be used for shipping purposes:


ATTACHMENT 2 – ROYALTY PAYMENT INFORMATION
New Payment Options Effective March 2018

The License Number MUST appear on payments, reports and correspondence.

**Credit and Debit Card Payments:** Credit and debit card payments can be submitted for amounts up to $24,999. Submit your payment through the U.S. Treasury web site located at: https://www.pay.gov/public/form/start/28680443.

**Automated Clearing House (ACH) for payments through U.S. banks only**

The IC encourages its licensees to submit electronic funds transfer payments through the Automated Clearing House (ACH). Submit your ACH payment through the U.S. Treasury web site located at: https://www.pay.gov/public/form/start/28680443. Please note that the IC "only" accepts ACH payments through this U.S. Treasury web site.

**Electronic Funds Wire Transfers:** The following account information is provided for wire payments.

In order to process payment via Electronic Funds Wire Transfer sender MUST supply the following information within the transmission:

Drawn on a U.S. bank account via FEDWIRE:

Please provide the following instructions to your Financial Institution for the remittance of Fedwire payments to the NIH ROYALTY FUND.

<table>
<thead>
<tr>
<th>Fedwire Field Tag</th>
<th>Fedwire Field Name</th>
<th>Required Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>{1510}</td>
<td>Type/Subtype</td>
<td>1000</td>
</tr>
<tr>
<td>{2000}</td>
<td>Amount</td>
<td>(enter payment amount)</td>
</tr>
<tr>
<td>{3400}</td>
<td>Receiver ABA routing number*</td>
<td>021030004</td>
</tr>
<tr>
<td>{3400}</td>
<td>Receiver ABA short name</td>
<td>TREAS NYC</td>
</tr>
<tr>
<td>{3600}</td>
<td>Business Function Code</td>
<td>CTR (or CTP)</td>
</tr>
<tr>
<td>{4200}</td>
<td>Beneficiary Identifier (account number)</td>
<td>(enter 12 digit gateway account #) 875080031006</td>
</tr>
<tr>
<td>{4200}</td>
<td>Beneficiary Name</td>
<td>(enter agency name associated with the Beneficiary Identifier) DHHS / NIH (75080031)</td>
</tr>
<tr>
<td>{5000}</td>
<td>Originator</td>
<td>(enter the name of the originator of the payment) COMPANY NAME</td>
</tr>
<tr>
<td>{6000}</td>
<td>Originator to Beneficiary Information – Line 1</td>
<td>(enter information to identify the purpose of the payment) ROYALTY</td>
</tr>
<tr>
<td>{6000}</td>
<td>Originator to Beneficiary Information – Line 2</td>
<td>(enter information to identify the purpose of the payment) LICENSE NUMBER</td>
</tr>
<tr>
<td>{6000}</td>
<td>Originator to Beneficiary Information – Line 3</td>
<td>(enter information to identify the purpose of the payment) INVOICE NUMBER</td>
</tr>
<tr>
<td>{6000}</td>
<td>Originator to Beneficiary Information – Line 4</td>
<td>(enter information to identify the purpose of the payment)</td>
</tr>
</tbody>
</table>
Agency Contacts: Office of Technology Transfer (OTT) (301) 496-7057 OTT-Royalties@mail.nih.gov

Drawn on a foreign bank account via FEDWIRE:

The following instructions pertain to the Fedwire Network. Deposits made in US Dollars (USD).

Should your remitter utilize a correspondent US domestic bank in transferring electronic funds, the following Fedwire instructions are applicable.

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<td>Type/Subtype</td>
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</tr>
<tr>
<td>{2000}</td>
<td>Amount</td>
<td>(enter payment amount)</td>
</tr>
<tr>
<td>{3100}</td>
<td>Sender Bank ABA routing number</td>
<td>(enter the US correspondent bank’s ABA routing number)</td>
</tr>
<tr>
<td>{3400}</td>
<td>Receiver ABA routing number*</td>
<td>021030004</td>
</tr>
<tr>
<td>{3400}</td>
<td>Receiver ABA short name</td>
<td>TREAS NYC</td>
</tr>
<tr>
<td>{3600}</td>
<td>Business Function Code</td>
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<td>Beneficiary Name</td>
<td>(enter agency name associated with the Beneficiary Identifier) DHHS / NIH (75080031)</td>
</tr>
<tr>
<td>{5000}</td>
<td>Originator</td>
<td>(enter the name of the originator of the payment) COMPANY’S NAME</td>
</tr>
<tr>
<td>{6000}</td>
<td>Originator to Beneficiary Information – Line 1</td>
<td>(enter information to identify the purpose of the payment) ROYALTY</td>
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</tr>
</tbody>
</table>

Notes:
*The financial institution address for Treasury’s routing number is 33 Liberty Street, New York, NY 10045.

**Anything other than the 12 digit gateway account # will cause the Fedwire to be returned – SWIFT CODE: FRNYUS33

Agency Contacts:
Office of Technology Transfer (OTT) (301) 496-7057 OTT-Royalties@mail.nih.gov
Checks

All checks should be made payable to “NIH Patent Licensing”

Checks drawn on a U.S. bank account and sent by US Postal Service should be sent directly to the following address:

    National Institutes of Health
    P.O. Box 979071
    St. Louis, MO 63197-9000

Checks drawn on a U.S. bank account and sent by overnight or courier should be sent to the following address:

    US Bank
    Government Lockbox SL-MO-C2GL
    1005 Convention Plaza
    St. Louis, MO 63101
    Phone: 314-418-4087

Checks drawn on a foreign bank account should be sent directly to the following address:

    National Institutes of Health
    Office of Technology Transfer
    License Compliance and Administration
    Royalty Administration
    6011 Executive Boulevard
    Suite 325, MSC 7660
    Rockville, Maryland 20852