**SUGGESTED TEMPLATE FOR A COMMERCIALIZATION PLAN**

**TO PROVIDE BENEFIT TO THE U.S. ECONOMY**

Instructions

ARPA-E is seeking to maximize the benefit to the U.S. economy arising from the use of and distribution of data, namely software and data sets, as well as any subject inventions developed in whole or in part from awards funded by ARPA-E. The preferred benefit to the U.S. economy is the creation and maintenance of high-tech jobs and manufacturing capabilities within the United States.

The Applicant may use this template to provide the required Commercialization Plan. Alternatively, the Applicant may use its own format for a Commercialization Plan as long as the Applicant’s Plan contains all required information including a commitment to the U.S. manufacturing requirement (paragraph 1), a plan for how data will be commercialized and which Intellectual Property rights will be asserted, and a description of specific economic or other benefits to the U.S. economy related to the commercial use by the Applicant of the technology being funded by ARPA-E.

This Commercialization Plan will be reviewed and, if satisfactory, incorporated into the final Attachment 2 – Intellectual Property Provisions of the award cooperative agreement. Applicant may be contacted to negotiate revisions to the submitted Commercialization Plan prior to any award or while negotiating Attachment 2 if the Applicant is selected for an award, at which time the Applicant will also have the opportunity to request changes to the Plan. Applicant should review the provisions of the applicable Attachment 2 posted by ARPA-E on eXCHANGE.

Please do not submit confidential business information (trade secrets, commercial or financial information that is privileged or confidential) in the Commercialization Plan unless that information is critical for the evaluation of the Plan. If the Commercialization Plan must include any confidential business information, please include the following statement on a cover page:

***NOTICE OF RESTRICTION ON DISCLOSURE AND USE OF DATA***

*This document contains trade secrets or commercial or financial information that is privileged or confidential and exempt from public disclosure and is submitted only for the purposes of internal agency review of this Application. The Government may not use or disclose any information herein without permission.*

Project Title:

Project Control Number:

Principal Investigator Name:

Date:

**[APPLICANT]** Commercialization Plan

If selected for funding, the Applicant agrees to the following commitments as a condition of that funding:

1. **[APPLICANT]** agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States for any use or sale anywhere in the world, including by **[APPLICANT]**’s assignees, exclusive or non-exclusive licensees, and by entities which may acquire a controlling interest in **[APPLICANT]**.
2. Data List. This Commercialization Plan relates to the following software products and data sets developed in whole or in part under the award ***[NOTE: this list may be negotiated by ARPA-E and APPLICANT and may be revised during the period of performance]***:
   1. [FIRST PRODUCT]
   2. [SECOND PRODUCT], ETC.
3. Data from the data list in Section 2 will be utilized as follows: (Applicant must check all those that apply)
   1. **[APPLICANT]** will assert one or more of the following IP rights:

( ) Copyright - assertion of which is automatically allowed for a domestic educational institution or nonprofit and authorization of which must be requested by a for- profit entity.

( ) If Copyright assertion is part of the plan, request will be made to narrow standard government license so that the  government will not be authorized to distribute the data outside of use by or for the government.

( ) 5 year Protected Data as provided in clause \_\_\_ of Attachment 2

( ) Patent subject to government rights set forth in clause \_\_\_ of Attachment 2.

( ) Trademark.

( ) None of the above. If this box is checked please provide an explanation.

* 1. ( ) [**APPLICANT]** will use the data internally within its own enterprises. If so describe how the data will be used.
  2. ( ) [**APPLICANT]** will make the data available to third parties. If the data is to be made available to third parties describe the licensing scheme the Applicant intends to use (e.g. restrictive licensing, open source licensing).
     1. If restrictive licensing, describe generally the intended targets of the licensing strategy and the licensing terms and conditions. Will U.S. entities be the targets and will there be conditions that limit use of the software to the United States? If the data is to be made available to non-U.S. entities explain how that will provide a benefit to the U.S. economy?
     2. If open source licensing, provide an explanation of why that approach will benefit the U.S. economy. Identify the open source license that is intended to be used, and the means of making the data available as open source.
  3. ( ) Access to third party software is necessary to utilize the data that is developed in whole or in part in performance of the award. If so, please explain how such third party software is accessible to users of the subject data.

1. **[APPLICANT]** agrees to provide to ARPA-E a report on the utilization of the data from the Data List in Section 2. The report must be provided annually for a period of five (5) years after the end of the Project Period. The report must include any licensing information regarding the data from the Data List as well as a discussion of how the Additional benefits from Section 5 of this Commercialization Plan are being met.
2. Additional benefits: In addition to the above, [**APPLICANT]** agrees to [provide one or more specific and measurable commitments]:

*Such additional benefits may include one or more of the following:*

1. *Direct or indirect investment in U.S.*
2. *Creation of new and/or high-tech U.S.-based jobs such as those associated with maintaining the software or offering services related to the use of the software.*
3. *Enhancement of the domestic skills base.*
4. *Further domestic development of the software by the Applicant or third parties.*
5. *Significant reinvestment of profits in the domestic economy.*
6. *Positive impact on the U.S. balance of payments in terms of product and service exports as well as foreign licensing royalties and receipts.*
7. *Appropriate recognition of U.S. taxpayer support for the technology; e.g., a quid-pro-quo commensurate with the economic benefit that would be domestically derived by the U.S. taxpayer from U.S.-based manufacture.*
8. *Cross-licensing, sublicensing, and reassignment provisions in licenses which seek to maximize the benefits to the U.S. taxpayer.*