Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20[●]

1. [*Full legal name of the RPO*]

and

1. [*Full legal name of the Founder*]

MODEL STANDSTILL LETTER

[*On the RPO’s letterhead*]
[*Insert date*]

[*Insert founder’s full name*]
[*Insert founder’s residential address*]

Dear [*insert name*],

**Standstill Letter**

I write on behalf of [*insert the RPO’s full name*] (the “**RPO**”) to confirm our recent discussions with you about [*insert details of the patent(s) and know-how in question*] (the “**IP**”) that you developed in the course of your employment duties with the RPO.

As part of those discussions, you have asked the RPO to grant you a period of exclusivity over the IP in order to give you an opportunity to explore whether there may be a business case to further develop and exploit the IP through a spin-out company. Accordingly, the purpose of this letter is to set out the terms (the “**Terms**”) under which the RPO would be prepared to grant you a period of exclusivity over the IP and to request your agreement to them.

The Terms to which the RPO requests your agreement are as follows:

1. *Exclusivity Period.* Subject to the Terms, the RPO agrees that, for a period of [180 days] starting on the date on which this letter is signed by both the RPO and you (the “**Exclusivity Period**”), the RPO will not grant to any third party any licence under the IP for commercial purposes [in the field of [*insert*] (the “**Field**”) and in the territories of [*insert*] (the “**Territory**”)].
2. *Reservation of rights.* At all times during the Exclusivity Period, the RPO reserves for itself and its collaborators the [exclusive,] irrevocable, worldwide, royalty-free right to use the IP for the purposes of (a) research that is not directed to the development of commercial products and services, (b) publication, and (c) teaching.
3. *Confidentiality.* The RPO and you acknowledge that during the Exclusivity Period each of us may receive Confidential Information from the other. “**Confidential Information**” shall mean any information which, if in writing, is marked as confidential or which, if not in writing, is otherwise characterised as confidential at the time of disclosure. The RPO and you each agree: (a) to use the Confidential Information received from the other only for the purposes of these Terms and not for any other purpose; and (b) to keep such Confidential Information confidential and not directly or indirectly disclose it or make it available to any third party. The obligations in this paragraph will not apply to information which is or subsequently becomes publicly known through no act or omission of the party that receives it hereunder.
4. *Duration and termination.* The Terms will (a) come into effect on the date on which they are signed by both the RPO and you, and (b) remain in force for the Exclusivity Period. Notwithstanding the preceding sentence, either the RPO or you may terminate the Terms at any time by notice in writing to the other (the “**Other Party**”), such termination to take effect as specified in the notice, if the Other Party is in material breach of the Terms and, in the case of a breach capable of remedy within thirty (30) days, the breach is not remedied within thirty (30) days of the Other Party receiving notice specifying the breach and requiring its remedy.
5. *Consequences of termination.* On any expiry or termination of the Terms for any reason, neither you nor the RPO will have any further obligation to the other, except under Clause 3 which will continue to apply.
6. *No other obligations.* Except for the Terms set out in this letter, neither the RPO nor you have any obligation to the other in connection with the IP. Without limiting the scope of the previous sentence, the RPO has no obligation to negotiate or to enter into any licence or other agreement with you or any company that you may form.
7. *Publicity.* Neither the RPO nor you will make any press or other public announcement concerning any aspect of this letter, nor make any use of the other’s name or any trademark or other proprietary mark in connection with this letter, without the other’s prior written agreement.
8. *Assignment.* You will not assign any right, interest, or obligation arising under this letter without the RPO’s prior written agreement.
9. *Law and jurisdiction.* Should any legal issue arise in connection with this letter or the Terms, it will be governed by and construed in accordance with the laws of Ireland and the Irish courts will have exclusive jurisdiction.Notwithstanding the preceding sentence, before commencing any litigation, you and the RPO will consider in good faith whether it would be reasonable in the circumstances to agree to pursue any alternative dispute resolution processes, including mediation in accordance with the Mediation Act 2017. For the avoidance of doubt, however, nothing in the Terms will prevent or delay you or the RPO from seeking an interim injunction.

Please consider the Terms of this letter carefully. If you agree with them, please confirm your understanding and acceptance of the Terms by returning one signed copy of this letter to the above address marked for the attention of [*insert name*], whereupon the Terms will take effect as a legally binding contract between you and the RPO.

**Yours sincerely,**

|  |  |
| --- | --- |
| **For and on behalf of** | **Accepted and agreed by:**  |
| **[*Full legal name of the RPO*]** | **[*Full name of the Founder*]** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signed | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signed |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |