

 <i>The Business of Innovation</i>	AGREEMENT FOR A MENTOR/PROTÉGÉ ENGAGEMENT ARRANGED BY BATTELLE	Date: Agreement:
PROTÉGÉ (<i>Name of Company or Organization</i>)	BATTELLE Battelle Memorial Institute Pacific Northwest Division P.O. Box 999, K1-73 Richland, WA 99352	
Battelle Memorial Institute, under its U.S. Department of Energy (DOE) Contract No. DE-AC05-76RL01830 to operate the Pacific Northwest National Laboratory, agrees to use its good faith efforts, at no cost to the PROTÉGÉ (a U.S. based company), or to the MENTOR to arrange assistance in accordance with the terms and conditions enumerated in this Agreement.		
Mentoring Engagement: <i>Here is where the broad description of the mentoring topic for this particular PROTÉGÉ's project.</i>		
<i>NAME OF PROTÉGÉ</i> By _____ Title: _____ Date: _____	BATTELLE MEMORIAL INSTITUTE PACIFIC NORTHWEST DIVISION By: _____ Title: <u>Contracting Officer</u> Date: _____	

Rev.7/29/2010

TERMS AND CONDITIONS OF AGREEMENT

1. The PROTÉGÉ understands that Battelle Memorial Institute (BATTELLE) does not arrange mentoring for advertising, sales promotion, or endorsement of the PROTEGE's interests, including raising investment capital or for other publicity purposes. The PROTÉGÉ agrees not to use BATTELLE's name directly or by implication and not to reproduce (in full or in part) BATTELLE correspondence *for such purposes*. The PROTÉGÉ agrees not to use or present information obtained from BATTELLE under this Agreement as evidence in disputes, litigation, or other legal action.
2. In view of the nature of the work contemplated under this Agreement, BATTELLE's responsibility shall be limited to applying reasonable efforts introducing a PROTÉGÉ to a MENTOR in contemplation of the MENTOR providing the above described services. Any relationship between the MENTOR and the PROTÉGÉ is outside the scope of this Agreement and is strictly between the MENTOR and the PROTÉGÉ and BATTELLE shall have no liability therefor.
3. Any party may terminate this Agreement at any time for any reason upon notice to the other parties.
4. Neither BATTELLE nor the DOE nor the MENTOR shall be liable for any damages arising out of or resulting from MENTOR's engagement by PROTÉGÉ. Furthermore, the PROTÉGÉ agrees to indemnify and hold harmless BATTELLE, the DOE and the MENTOR from any loss by the PROTÉGÉ or third parties arising out of or resulting from its participation in this program.
5. It is understood that BATTELLE and its employees do not, and will not, have comprehensive knowledge of the uses the PROTÉGÉ and the MENTOR will make of this opportunity. The PROTÉGÉ and the MENTOR each assumes all responsibility for its own conduct.

TERMS AND CONDITIONS OF AGREEMENT (cont'd)

6. Neither the PROTÉGÉ nor the MENTOR nor BATTELLE shall exchange information under this Agreement that it considers to be proprietary and not subject to further disclosure. If the parties mutually determine that there is a need to exchange proprietary information, they will enter into a separate, written Non-Disclosure Agreement establishing the terms and conditions of such exchange.
7. It is not contemplated that any inventions will come out of BATTELLE's involvement with this mentoring relationship. However, in the unlikely event that BATTELLE staff make an invention under this Agreement, the parties acknowledge and agree that employees of BATTELLE will at all times remain subject to their employment agreement with BATTELLE, and that any inventions or copyrightable data made or developed by said employees will be governed by the provisions of BATTELLE's prime contract, DE-AC05-76RLO 1830, with the DOE. Accordingly, neither the PROTÉGÉ nor the MENTOR will receive rights to such intellectual property.
8. No modification to this Agreement shall be valid unless in writing and signed by an authorized representative of BATTELLE and the PROTÉGÉ and the MENTOR. This Agreement represents the entire understanding among the parties, and supersedes all other prior agreements, express or implied, between the parties concerning the subject matter of this Agreement.

Acknowledged and accepted by MENTOR:

Name: _____

Signature: _____

Title: _____

Date: _____