

BATTELLE MEMORIAL INSTITUTE, PACIFIC NORTHWEST DIVISION  
Attention: PNNL Compliance Office  
902 Battelle Blvd., P.O. Box 999, Mailstop K1-71  
Richland, WA 99352  
Telephone (509) 375-2075 [complianceoffice@pnnl.gov](mailto:complianceoffice@pnnl.gov)

**TECHNOLOGY EXPLORATORY AGREEMENT NUMBER:**

1. Organization/Company (COMPANY): \_\_\_\_\_
2. Authorized Representative: \_\_\_\_\_  
Title: \_\_\_\_\_
3. Company Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Telephone No.: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

4. Pursuant to the terms and conditions listed hereinafter, Battelle Memorial Institute (BATTELLE) operator of the US Department of Energy's Pacific Northwest National Laboratory (PNNL) hereby provides to COMPANY a six (6)-month non-exclusive research license (effective as of the date of last signature to this agreement) to allow COMPANY to explore the utilization of the technologies described in the following copyrighted computer software:

Licensed Computer Software ("Software")	
Title:	BATTELLE IPID Number(s):

5. Licensed Field: All Fields
6. Licensed Territory: Worldwide
7. In addition to the research license provided above, and in accordance with the terms and conditions attached, BATTELLE also provides a co-extensive six (6)-month option ("Option Term") to convert the research license to a non-exclusive commercial license sufficient to allow commercial utilization and deployment of the technologies in the in the Licensed Field, and the Licensed Territory under commercially reasonable terms to be mutually negotiated in good faith and agreed upon within ninety (90) days after BATTELLE receives written notice from COMPANY of its desire to exercise this option. The License Agreement shall be subject to a reasonable license fee, royalty, diligence requirements, and when the Software arose from inventions created under U.S. Government funded research, the retention by the U.S. Government of a non-exclusive, royalty-free, irrevocable right to use the Software for U.S. Government purposes only. At any time during the Option Term, COMPANY may exercise the Option by notifying BATTELLE in writing prior to expiration of the Option Term that COMPANY wishes to negotiate the License Agreement.  
**This Agreement is entered into with the understanding that the parties may not be able to negotiate the License Agreement, and the Option Term may expire without an acceptable License Agreement to execute.**
8. In consideration of the aforementioned license and option provided subject to the attached terms, COMPANY has provided and BATTELLE acknowledges the receipt of One Thousand United States Dollars (\$1000 US) as valuable and sufficient consideration for receipt of the rights granted herein.

BATTELLE MEMORIAL INSTITUTE

COMPANY (Authorized Representative)

By: \_\_\_\_\_  
Print  
Name: Peter C. Christensen  
Manager, Technology  
Title: Commercialization  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## TECHNOLOGY EXPLORATORY AGREEMENT STANDARD TERMS

1. BATTELLE hereby grants to COMPANY, to the extent of the LICENSED TERRITORY and the LICENSED FIELD, a nonexclusive, royalty-free license, without the right to sublicense, to use the Software solely for non-commercial, experimental research purposes so that COMPANY may evaluate its interest in negotiating in good faith for a royalty-bearing license under commercially reasonable terms. No right is conferred by this License to enable COMPANY to provide copies of the Software or utilize the Software to provide services to third parties for any purpose; provided, however, that COMPANY may demonstrate the Software to COMPANY's prospective customers solely for evaluation purposes. Any copies of the Software shall be marked by COMPANY with an appropriate copyright notice.

2. U.S. GOVERNMENT RIGHTS NOTICE. These data were produced by BATTELLE under Contract No. DE AC05-76RL01830 with the U.S. Department of Energy (DOE). For a five-year period from **{DATE copyright approved by DOE}**, the U.S. Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the U.S. Government. There is provision for the possible extension of the term of this license. Subsequent to that period or any extension granted, the U.S. Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, and to permit others to do so. The specific term of the license can be identified by inquiry made to BATTELLE or DOE. Neither the United States nor DOE, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any data, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

3. This Agreement is entered into by BATTELLE in its private capacity. It is understood and agreed that the U.S. Government is not a party to this Agreement and in no manner whatsoever shall be liable for nor assume any responsibility or obligation for any claim, cost or damages arising out of or resulting from this Agreement or the subject matter licensed.

4. BATTELLE represents that the Licensed Software is the property of BATTELLE and may contain confidential information and trade secrets of BATTELLE. COMPANY agrees to use the Licensed Software only as provided in this Agreement and agrees not to make the Licensed Software available to any third party without the written approval of BATTELLE. COMPANY shall not reverse compile or reverse assemble the Licensed Software in whole or in part. The obligations of this paragraph shall survive termination of this Agreement and shall apply to the Software regardless of its incorporation by COMPANY into any other programs not provided by BATTELLE. These restrictions shall not apply to any Licensed Software which is or becomes part of the public domain without fault of COMPANY or is in the possession of COMPANY before disclosure by BATTELLE.

COMPANY recognizes that the Licensed Software is provided by BATTELLE on an as-is basis. Nothing in this Agreement shall be deemed to be a representation or warranty by BATTELLE, or the U.S. Government, of the accuracy, safety or usefulness for any purpose, of the Licensed Software at any time made available by BATTELLE. Neither the U.S. Government nor BATTELLE nor any affiliated company of BATTELLE shall have any liability whatsoever to COMPANY or any other person for or on account of any injury, loss, or damage, of any kind or nature sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon COMPANY or any other person, arising out of or in connection with or resulting from (i) the production, use or sale of the Licensed Software or any apparatus or product, or process; (ii) the use of any technical information, techniques, or practices disclosed by BATTELLE; or (iii) any advertising or other promotional activities with respect to any of the foregoing, and

COMPANY shall hold the U.S. Government, BATTELLE, and any affiliated company of BATTELLE, harmless in the event the U.S. Government, BATTELLE, or any affiliated company of BATTELLE, is held liable. In the event BATTELLE is determined to be liable to COMPANY for any reason arising out of this Agreement, despite the above limitation, the maximum extent of BATTELLE's liability shall be the license fee.

5. BATTELLE represents that it has the right to grant all of the rights granted herein, except as to such rights as the Government of the United States of America may have or may assert.

7. This Agreement shall expire at the end of the License Term on page 1 of this Agreement.

8. COMPANY may terminate this Agreement at any time upon thirty (30) days' written notice in advance to BATTELLE, but COMPANY shall thereafter discontinue the practice and use of the SOFTWARE.

9. Termination of this Agreement shall not extinguish any rights or obligations accrued hereunder at the time of termination; and obligations undertaken independent of the License granted under Paragraph 1 of these Standard Terms shall survive termination to the extent necessary to permit their complete fulfillment or discharge.

10. COMPANY shall not assign any rights under this Agreement not specifically transferable by its terms without the written consent of BATTELLE. BATTELLE may assign its rights hereunder.

11. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

In the event the legality of any provision of this Agreement is brought into question because of a decision by a court of competent jurisdiction of any country in which this Agreement applies, BATTELLE, by written notice to COMPANY, may revise the provision in question or may delete it entirely so as to comply with the decision of said court.

12. Any use by COMPANY of the name of BATTELLE, the Pacific Northwest National Laboratory or any Government agency, or of any organization related to such entities, in relation to the rights granted under this Research License Agreement, including materials designed for the news media, is prohibited without the express written approval of BATTELLE.

13. This Agreement shall be construed in accordance with the laws of the State of Washington of The United States of America and in the English language, and any action brought to enforce any provision or obligation hereunder shall be brought in a court of competent jurisdiction in the State of Washington.

14. COMPANY represents and warrants that it shall not export from The United States of America directly or indirectly, any technical information (or the direct product thereof) furnished to COMPANY either directly or indirectly by BATTELLE, without first complying with all requirements of the Export Administration Regulations, including the requirement for obtaining any export license, if applicable. COMPANY agrees to indemnify, defend and hold harmless BATTELLE, its officers, agents and employees from all liability involving the violation of such export regulations, either directly or indirectly, by COMPANY.

15. No provision of this Agreement shall be interpreted for or against any party to this Agreement on the basis that that party was the drafting party of the provision and no presumption or burden of proof shall arise disfavoring or favoring any party by virtue of the authorship of any of the provisions of this Agreement. **(01/2018)**