

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 patent or pending patent application:

Licensed Patent and/or Patent Application ("PATENT")			
Title	BATTELLE IPID#	Patent/Application Number	Grant/Filing Date

5. Licensed Field: All Fields
6. Licensed Territory:
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 Patents 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 Patents 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

LICENSEE (Authorized Representative)

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

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

## TECHNOLOGY EXPLORATORY AGREEMENT STANDARD TERMS

1. BATTELLE hereby grants to LICENSEE, to the extent of the LICENSED TERRITORY and the LICENSED FIELD, a nonexclusive, royalty-free license, without the right to sublicense, to use the PATENTS solely for non-commercial, experimental research purposes so that LICENSEE 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 LICENSEE to produce materials for sale or distribution to third parties for any purpose; provided, however, that LICENSEE may furnish sample materials produced using the PATENTS to LICENSEE's prospective customers solely for evaluation purposes. Any samples shall be marked by LICENSEE in accordance with patent laws.

2. The license granted pursuant to Paragraph 1 shall be subject to any rights the Government of The United States of America may presently have or may assert in the future for any reason including, but not limited to, those rights set forth in 35 USC §202 and §203 and 37 C.F.R. 401, *et seq.*

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.

3.1. Nothing in this Agreement shall be deemed to be a representation or warranty by BATTELLE, or the U.S. Government, of the validity of any of the PATENTS or the accuracy, safety or usefulness for any purpose, of any technical information, techniques, or practices at any time made available by BATTELLE.

3.2. Neither the U.S. Government nor BATTELLE nor any affiliated company of BATTELLE shall have any liability whatsoever to LICENSEE 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 LICENSEE or any other person, arising out of or in connection with or resulting from (1) the production, use or sale of any apparatus or product, or the practice of the PATENT by LICENSEE; (2) the use by LICENSEE of any technical information, techniques, or practices disclosed by BATTELLE; or (3) any advertising or other promotional activities by LICENSEE with respect to any of the foregoing; and

3.3. LICENSEE 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 as a result of actions by LICENSEE as set forth in Paragraphs 3.2(1), 3.2(2), and 3.2(3) above.

3.4. Further, LICENSEE agrees to assume the defense of (1) any suit brought against BATTELLE or any affiliated company of BATTELLE resulting from any action of LICENSEE undertaken under this License Agreement, and (2) any action brought against LICENSEE or BATTELLE resulting from any action of LICENSEE relating to the licensed PATENT.

4. 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.

5. **LICENSEE understands and acknowledges that the subject matter of this Agreement has not yet been commercially demonstrated, and agrees to accept the risks incident to conducting research using a nascent technology.**

6. LICENSEE acknowledges that it has evaluated the PATENTS and deems them/it suitable for LICENSEE's purposes for entering into this Agreement.

7. BATTELLE is unaware of any claims that have been, are, or could reasonably be asserted against BATTELLE by third parties with respect

to patent infringement or any other type of liability relevant to licensing of the PATENTS, which have not been disclosed to LICENSEE as of the date of this Agreement.

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

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

10. 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.

11. LICENSEE agrees to notify BATTELLE of any suspected infringement of the PATENTS, and each party shall inform the other of any evidence of such infringement(s) during the term of this Agreement. The sole right to institute a suit for infringement rests with BATTELLE, and BATTELLE shall retain all the proceeds thereof.

12. LICENSEE 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.

13. 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 LICENSEE, may revise the provision in question or may delete it entirely so as to comply with the decision of said court.

14. Any use by LICENSEE 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.

15. 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.

### 16. EXPORTATION OF TECHNICAL INFORMATION

LICENSEE 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 LICENSEE 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. LICENSEE 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 LICENSEE.

17. 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.

(09/2016)