

SAMPLE AGREEMENT- FOR REFERENCE PURPOSE ONLY

(Sublicensing Prohibited)

NONEXCLUSIVE COPYRIGHT LICENSE AGREEMENT

This Nonexclusive Commercial Copyright License Agreement is between **UT-Battelle, LLC** (UT-Battelle), a Tennessee non-profit limited liability company (“Licensor”) having an address at 1 Bethel Valley Road, Oak Ridge, Tennessee 37831-6196, and _____ (Licensee), a _____ (list state) (list type of organization, e.g., Corporation, LLC, Partnership, etc.) having an address at _____ (“Licensee”), hereinafter referred to singly as the “Party” or jointly as the “Parties.”

**ARTICLE 1
BACKGROUND**

- 1.1 Licensor manages and operates the Oak Ridge National Laboratory under its Prime Contract No. DE-AC05-00OR22725 with the United States Department of Energy (“DOE”), an agency of the United States Government.
- 1.2 Licensor has rights in certain copyrights listed in Exhibit A.
- 1.3 Licensee desires, and Licensor is willing to grant, subject to the Government’s License Rights in such copyrights, a nonexclusive commercial license under such copyrights in a Field of Use.
- 1.4 This Agreement specifically includes Exhibit A, LICENSED COPYRIGHTS, Exhibit B, TERM SHEET & FINANCIAL OBLIGATIONS, Exhibit C, DEVELOPMENT AND COMMERCIALIZATION PLAN, and Exhibit D, MARKING OF LICENSED MATERIALS which are attached.
- 1.5 *This Copyright License Agreement is being executed simultaneously with patent license agreement PLA-XXXX.*
- 1.6 Except as provided in Article 7, the license will run through the Term of this Agreement.

**ARTICLE 2
DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings set forth below:

- 2.1 “Accounting Period” shall be the period from January 1 through December 31 of each year, with the first Accounting Period beginning on the Effective Date.

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- 2.2 “Dispose,” “Dispose of” or “Disposition” means the use, reproduction, public display or public performance, sale, lease, or other transfer of Licensed Materials.
- 2.3 “Effective Date” means the date of the signature of the last Party to sign this Agreement.
- 2.4 “Field of Use” means and is limited to _____.
- 2.5 “Government” means the Federal Government of the United States of America.
- 2.6 “Government’s License Rights” means the Government’s nonexclusive, nontransferable, irrevocable, paid-up Copyright license to reproduce, distribute, prepare derivative works, publicly perform, or publicly display by or on behalf of the Government the Licensed Materials throughout the world subject to an initial time limit, including possible extensions and the additional right to permit others to practice the Government License Rights after such time limit (including possible extensions), as more particularly set forth in the Marking of Licensed Materials provision of Exhibit D, Paragraph 2.
- 2.7 “Gross Sales” means the U.S. Dollar value of all consideration to which Licensee is entitled for the Disposition of Licensed Materials. In the event Licensee does not ultimately Dispose of Licensed Materials, or Licensee Disposes of Licensed Materials for less than their fair market value, the fair market value of such Licensed Materials (as if there had been a Disposition to a third party) shall be included in Gross Sales.
- 2.8 "Licensed Copyrights" shall mean Licensor’s rights in all U.S. and foreign copyrights listed in Exhibit A attached hereto.
- 2.9 "Licensed Materials" shall mean any physical or electronic materials which, but for the license granted in this Agreement, would infringe the Licensed Copyrights.
- 2.10 “Running Royalty” and “Running Royalties” mean the payments owed to Licensor based on Gross Sales as specified in Exhibit B.
- 2.11 “Term” means a period beginning with the Effective Date and ending upon expiration of the initial time limit or DOE approved time limit extensions of the limited Government license as specified in Exhibit D, Paragraph 2.

ARTICLE 3 GRANT

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- 3.1 Licenser grants to Licensee, and Licensee accepts for the Term of this Agreement, a nonexclusive commercial license under the Licensed Copyrights to reproduce, distribute, publicly perform, or publicly display the Licensed Materials in the Field of Use. This grant specifically excludes any right to sublicense to others. .
- 3.2 Licenser may, in its sole discretion, grant exclusive or nonexclusive licenses under the Licensed Copyrights outside the Field of Use.
- 3.3 Licenser may, at its sole discretion, grant other nonexclusive licenses under the Licensed Copyrights within the Field of Use.
- 3.3 Licensee acknowledges that no license is granted or implied under, and expressly agrees not to practice under, Licensed Copyrights outside the Field of Use. Licensee agrees that its practice under Licensed Copyrights outside the Field of Use is a breach of this Agreement and is an infringement of the Licensed Copyrights.

ARTICLE 4 CONSIDERATION AND FINANCIAL OBLIGATIONS

- 4.1 In consideration for the grant of this nonexclusive license, Licensee agrees to comply with all the provisions of this Agreement, to pay all fees, Running Royalties, Minimum Annual Royalties, costs, and all other consideration according to the schedule specified in Exhibit B and as otherwise specified in this Agreement for the Term, and to satisfy the requirements of the Commercialization Plan set forth in Exhibit C. Prompt payment of all amounts due to Licenser and satisfaction of the Commercialization Plan requirements are material to this Agreement.
- 4.2 Licensee shall pay to Licenser a fixed license fee in the amount specified in Exhibit B (Execution Fee), which will be nonrefundable and not creditable against any Royalties. Exhibit B specifies when the Execution Fee is due and payable.
- 4.3 Licensee shall pay to Licenser a Running Royalty on Gross Sales in the amount specified in Exhibit B. Accounting Periods and Due Dates for Running Royalties are also specified in Exhibit B.
- 4.4 Licensee shall pay a minimum royalty for each Accounting Period, the amounts and due dates of which are specified in Exhibit B (Minimum Royalty). The Running Royalties for each Accounting Period shall be credited against the Accounting Period Minimum Royalty payable for each corresponding Accounting Period.

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- 4.5 All payments shall be made to Licensor in U.S. dollars by wire transfer in accordance with the following wire instructions; unless and until written notice is provided by Licensor of a change in the wire instructions:
First Tennessee Bank, Memphis: ABA #084000026
For further credit to First Tennessee, Knoxville: Account #4238028
Beneficiary: UT-Battelle, LLC
S.W.I.F.T. Code: FTBMUS44
- 4.6 Licensee shall owe no Running Royalties on any Dispositions of Licensed Materials involving Government funds, including funds derived through a Military Assistance Program of the Government or otherwise derived through the Government, because of the Government's License Rights. Licensee shall report all Gross Sales received from such Dispositions by providing a Government control number and identification of the Government agency in the written report for each Accounting Period.
- 4.7 In the event Licensee fails to make any payment due to Licensor within the time period prescribed for such payment under this Agreement, the unpaid or overdue amount shall bear interest at the rate of one and one-half percent (1.5%) per month from the date payment was due until payment in full, with interest, is made. In addition, Licensee agrees to reimburse Licensor for any costs or expenses, including attorney's fees, incurred by Licensor in collection of such overdue payments.

ARTICLE 5 CONDITIONS OF GRANT

- 5.1 Licensee shall mark all Licensed Materials in accordance with the requirements of Exhibit D: MARKING OF LICENSED MATERIALS. Any such marking may indicate that Licensee has a license from Licensor. Otherwise, Licensee is prohibited from using Licensor's name, the name "Oak Ridge National Laboratory" or "ORNL" in any such marking or any advertising, promotion or commercialization of Licensed Copyrights or Licensed Materials without written approval of Licensor.
- 5.2 The rights and licenses granted by Licensor in this Agreement are personal to Licensee and may not be assigned or otherwise transferred in whole or in part.
- 5.3 Licensee shall not pledge its rights under this Agreement for any reason, including as security to obtain financing, without the prior written approval of Licensor. The Parties agree that any such pledge by Licensee without such approval by Licensor shall be an

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automatic, material and incurable breach of the Agreement resulting in termination of the Agreement effective as of the attempt by Licensee to make such pledge.

- 5.4 Licensee agrees that, in the event Licensee, by its own actions, or the action of any of its shareholders or creditors, files or has filed against it a case under the Bankruptcy Code of 1978, as previously or hereafter amended, Licensor shall be entitled to relief from the automatic stay of Section 362 of Title 11 of the U.S. Code, as amended, to pursue any rights and remedies available to it under this Agreement. Licensee hereby waives the benefits of such automatic stay and consents and agrees to raise no objection to such relief.

ARTICLE 6 RECORDS, REPORTS AND ROYALTY PAYMENTS

- 6.1 Licensee shall keep and make available to Licensor for audit, inspection and copying by Licensor or its designee, including an accounting firm, adequate and sufficiently detailed records to enable Licensee's financial obligations required under this Agreement to be determined readily and accurately. Licensee shall maintain these records for a period of three (3) years after the end of the last Accounting Period to which the records refer. In the event an examination of Licensee's records reveals an underpayment of more than five percent (5%) of the accurate Running Royalty amount, Licensee shall pay all costs incurred by Licensor related to the examination of records in addition to paying the balance due, plus any applicable interest at the rate specified in Article 4.7.
- 6.2 Licensee shall provide Licensor a written report for each Accounting Period during the Term of this Agreement, no later than thirty (30) days after the end of each Accounting Period, which identifies for such Accounting Period:
- (a) the total Gross Sales by Licensee itemized by domestic and/or foreign rights;
 - (b) the total amount of Royalties due to Licensor;
- The first such report will include this information for all Licensed Materials Disposed of between the Effective Date and the end of the first Accounting Period. Failure to submit this report within thirty (30) days after the end of each Accounting Period is a material breach of this agreement.
- 6.3 The due date for payment of Royalties for each Accounting Period is the due date for submittal of each report. If either the report, the Running Royalty or Minimum Annual

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Royalty payments, is not received by Licensor on or before the due date, the payment shall be considered late.

- 6.4 Licensee shall submit a written report to Licensor within thirty (30) days after the date of any termination or expiration of this Agreement which contains the same information required in 6.2 above for Licensed Materials Disposed of prior to such expiration or termination that were not previously reported to Licensor. At the time this report is submitted, Licensee shall pay to Licensor all Royalties and any other consideration due Licensor.

ARTICLE 7 BREACH AND TERMINATION

- 7.1 This Agreement may be terminated by either Party for any material breach of the Agreement by the other Party. Such termination shall be effective sixty (60) days after written notice specifying the breach to the other Party. If the specified breach is cured before the effective date of termination, the Agreement will not be terminated.
- 7.2 In the event Licensee either (1) fails to make payment to Licensor of Royalties or other consideration in accordance with Exhibit B of this Agreement or (2) fails to satisfy the requirements of the Commercialization Plan in Exhibit C, Licensor may, at its sole discretion, terminate this Agreement with respect to specified Licensed Copyrights. There shall be no reduction in any of the payments due from Licensee, including but not limited to Royalties.
- 7.3 In addition to termination, in the event of a material breach by Licensee, Licensor may pursue any rights and remedies available to it by law.
- 7.4 This Agreement shall not be terminated for any breach that is the result of an act of God, acts or omissions of any government or agency thereof, compliance with rules, regulations, or orders of any governmental authority or any office, department, agency, or instrumentality thereof, fire, storm, flood, earthquake, accident, acts of the public enemy or terrorism, war, rebellion, insurrection, riot, sabotage, invasion, quarantine, restriction, transportation embargoes, or failures or delays in transportation.
- 7.5 Any termination of this Agreement shall not impact Licensor's ownership interest, if any, in Licensee.
- 7.6 The rights and remedies granted herein, and any other rights or remedies which the Parties may have, either at law or in equity, are cumulative and not exclusive of others.

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- 7.7 Neither Party shall be relieved of any obligation or liability under this Agreement arising from any act or omission committed prior to the termination date. Upon termination, Licensee shall execute any documents necessary to achieve the transfer to Licensor of all rights to which Licensor may be entitled under this Agreement.
- 7.8 Licensee may terminate this Agreement for any reason if Licensee provides UT-Battelle with sixty (60) calendar days prior notice of its intent to terminate, and pays all Running Royalties due or the *pro rata* portion of any Accounting Period Minimum Royalties due in, or at the end of, the Accounting Period in which such termination occurs under Exhibit B, whichever is greater.
- 7.9 This Agreement shall terminate automatically upon a final adjudication of invalidity, unenforceability, or the extinguishment of all Licensed Copyrights, for any reason.
- 7.10 Expiration or termination of this Agreement will be without prejudice to any rights that may have accrued to the benefit of a Party prior to such expiration or termination.

ARTICLE 8 INFRINGEMENT

- 8.1 Licensee shall notify Licensor in writing of any suspected infringement of the Licensed Copyrights in the Field of Use. Each Party shall inform the other within a reasonable time of receipt of any evidence of infringement of the Licensed Copyrights in the Field of Use.
- 8.2 Licensor shall have the right during the Term of this Agreement to institute, prosecute, and settle at its own expense suits for infringement of the Licensed Copyrights for any infringement occurring within the Field of Use, and if required by law, Licensee will join as party plaintiff in such suit. Where such suit is brought by Licensor, Licensor shall be entitled to retain all damages and any other consideration recovered at successful conclusion of the suit.
- 8.3 In the event Licensor decides not to bring any such suit, Licensor shall so notify Licensee and Licensee may bring such suit provided that (1) there are no other licensees of the Licensed Copyrights, and (2) Licensor has not commenced suit for enforcement of the Licensed Copyrights pursuant to Article 8.4 below. Settlement of any suit brought by Licensee shall require the consent of Licensor and Licensee, which neither shall unreasonably withhold from the other, and any settlement amount or recovery for damages shall be applied as follows: (1) first, to reimburse the Parties for their expenses

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in connection with the litigation, including compensation for the time and expenses of any Licensor personnel involved in the suit; and (2) second, the Parties will share any monies remaining in accordance with an agreement entered into between the Parties before such suit is brought.

- 8.4 Licensor shall have the right in its absolute discretion during the Term of this Agreement to commence suits for infringement of the Licensed Copyrights for any infringement outside the Field of Use.
- 8.5 Notwithstanding the pendency of any infringement (or other) claim or action by or against Licensee, Licensee shall have no right to reduce, terminate or suspend (or escrow) payment of any amounts required to be paid to Licensor pursuant to this Agreement.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

- 9.1 Licensee represents and warrants that it shall not export any technical information (or the direct product thereof) furnished to Licensee, either directly or indirectly by Licensor in the grant of license to the Licensed Copyrights, from the United States of America, directly or indirectly without first complying with all requirements of the Export Administration Regulations, including the requirement for obtaining any export license, if applicable.
- 9.2 Licensee shall indemnify, defend and hold harmless Licensor, DOE, their respective members, officers, directors, agents, employees, and persons acting on their behalf, (“Indemnitees”) from liability involving the violation of such export regulations, either directly or indirectly, by Licensee.
- 9.3 Licensee acknowledges it may be subject to criminal liability under U.S. laws for Licensee’s failure to obtain any required export license.
- 9.4 Subject to Article 7, Licensee agrees to indemnify and hold harmless Indemnitees from and against any and all liabilities, penalties, fines, forfeitures, claims, demands, causes of action, damages, and costs and expenses (including the costs of defense, prosecution and/or settlement, including, but not limited to, attorney’s fees), caused by, arising out of or related to, in whole or in part, Licensee’s exercise of rights under this Agreement or any other action or inaction relating to Licensed Copyrights or Licensed Materials, including, but not limited to, claims or demands of product liability, personal injury,

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death, damage to property or violation of any laws or regulations, except for those arising from Licensor's negligence.

ARTICLE 10 DERIVATIVE WORKS & COMPILATIONS

- 10.1 Subject to the rights provided in Section 10.2, Licensee shall not modify, revise, improve, enhance, adapt or otherwise make derivative works or compilations of Licensed Materials in any way without the specific prior written approval of Licensor. Such approval will not be unreasonably withheld. Licensor agrees to provide a written response to all such proposed changes within thirty (30) days of receipt of the written request from Licensee.
- 10.2 Licensee may make non-substantive format changes to the Licensed Materials, for example, to the extent allowed by 17 USC § 117. Such non-substantive format changes shall not implicitly or explicitly grant any title in or to the Licensed Materials or changes thereto to Licensee. Licensee agrees to periodically inform Licensor of any such changes made to the Licensed Materials under this paragraph.

ARTICLE 11 DISCLAIMERS

- 11.1 **NEITHER LICENSOR, DOE, NOR PERSONS ACTING ON THEIR BEHALF WILL BE RESPONSIBLE FOR ANY INJURY TO OR DEATH OF PERSONS OR OTHER LIVING THINGS OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR FOR ANY OTHER LOSS, DAMAGE, OR INJURY OF ANY KIND WHATSOEVER RESULTING FROM LICENSOR'S GRANT OF LICENSE TO LICENSEE UNDER THIS AGREEMENT.**
- 11.2 **ALL LICENSED COPYRIGHTS, INFORMATION, MATERIALS OR SERVICES FURNISHED UNDER OR WITH THIS AGREEMENT ("DELIVERABLES") ARE PROVIDED ON AN "AS IS" BASIS. NEITHER LICENSOR, DOE, NOR PERSONS ACTING ON THEIR BEHALF MAKE ANY REPRESENTATIONS, OR EXTEND ANY WARRANTIES, EITHER EXPRESS OR IMPLIED: (a) WITH RESPECT TO THE VALIDITY OF THE LICENSED COPYRIGHTS; (b) WITH RESPECT TO THE MERCHANTABILITY, ACCURACY, COMPLETENESS, FITNESS FOR USE OR USEFULNESS OF ANY DELIVERABLES; (c) THAT THE USE OF ANY SUCH DELIVERABLES WILL NOT INFRINGE PRIVATELY OWNED RIGHTS; (d) THAT THE DELIVERABLES WILL NOT RESULT IN INJURY OR DAMAGE WHEN USED FOR ANY PURPOSE; (e)**

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THAT THE DELIVERABLES WILL ACCOMPLISH THE INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE, INCLUDING THE INTENDED OR PARTICULAR PURPOSE; OR (f) WITH RESPECT TO USE, OR DISPOSITION BY LICENSEE OR ITS VENDEES OR OTHER TRANSFEREES OF LICENSED MATERIALS INCORPORATING OR MADE BY USE OF (1) COPYRIGHTS LICENSED UNDER THIS AGREEMENT OR (2) INFORMATION, IF ANY, FURNISHED UNDER THE AGREEMENT. FURTHERMORE, LICENSOR AND DOE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY LICENSED MATERIALS RESULTING FROM LICENSOR'S GRANT OF LICENSE HEREUNDER. IT IS AGREED THAT NEITHER LICENSOR NOR DOE SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES IN ANY EVENT. LICENSEE SHALL MAKE NO WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF LICENSOR OR THE DOE.

11.3 Nothing in this Agreement will be construed as:

- (a) an obligation of the Licensor to bring or prosecute actions or suits against third parties for infringement (except to the extent and in the circumstances stated in Article 8); or
- (b) an obligation of the Licensor to furnish any manufacturing or technical information or technical assistance, or
- (c) conferring a right to use in advertising, publicity, or otherwise any Trademark or name of Licensor (except to the extent stated in Article 5.2); or
- (d) granting by implication, estoppel, or otherwise, any licenses or rights under copyrights of Licensor other than Licensed Copyrights, regardless of whether such other copyrights are dominant of or subordinate to any Licensed Copyrights.

**ARTICLE 12
GENERAL**

12.1 All notices and reports shall be addressed to the Parties as follows:

If to Licensor:

Accounting Administrations, Partnerships
UT-Battelle, LLC
One Bethel Valley Road

Facsimile
(865) 576-9465
Phone

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Oak Ridge, Tennessee 37831-6196

(865) 241-2353

E-Mail

collinssm1@ornl.gov

If to Licensee:

Name and/or Title

Facsimile

Company Name

(XXX) XXX-XXXX

Address 1

Phone

Address 2

(XXX) XXX-XXXX

City, State, Zip

E-Mail

??@???.???

- 12.2 Any notice, report or any other communication required to be given shall be in writing and delivered either: (1) personally, (2) by express, registered or certified first-class mail, (3) by commercial courier, or (4) by facsimile with machine confirmation of transmission.
- 12.3 The failure of either Party to enforce a provision of this Agreement or to exercise any right or remedy shall not be a waiver of such provision or of such rights or remedies or the right of the Parties thereafter to enforce each and every provision, right or remedy.
- 12.4 This Agreement may be amended or modified only by a written instrument signed by both Parties.
- 12.5 The determination by a court of competent jurisdiction that any part, term, or provision of this Agreement is illegal or unenforceable, shall not affect the validity of the remaining provisions of this Agreement.
- 12.6 Licensor may assign this Agreement and all rights, duties and obligations hereunder, to DOE or a successor contractor to Licensor, as may be required under its Prime Contract with DOE.
- 12.7 This Agreement shall be construed according to the laws of the State of Tennessee and the United States of America and in the English language. Any action brought to enforce any provision or obligation hereunder shall be brought in the Federal District Court for the Eastern District of Tennessee. However, if jurisdiction is not found in Federal Court, actions shall be brought in Tennessee in Knox, Roane, or Anderson County Court.
- 12.8 This Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, and agreements, either written or oral. This Agreement, and each and every provision thereof,

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is for the exclusive benefit of Licensor and Licensee and not for the benefit of any third party, except to the extent expressly provided in the Agreement.

**ARTICLE 13
OFFER**

13.1. The offer to execute this Agreement shall expire if this Agreement is not signed by Licensee and returned to Licensor on or before_____.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed in duplicate originals by its duly authorized officers or representatives.

UT-BATTELLE, LLC

By: _____

Name (typed): _____ Michael J. Paulus _____

Title: _____ Director, Technology Transfer _____

Date: _____

LICENSEE NAME

By: _____

Name (typed): _____

Title: _____

Date: _____

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EXHIBIT A: LICENSED COPYRIGHTS

UT-Battelle ID Number	Title	Contributor(s)	Library of Congress Copyright Registration Number	Date of Notice of Registration

Initials

UT-Battelle: _____

Date: _____

Licensee: _____

Date: _____

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EXHIBIT B: TERM SHEET & FINANCIAL OBLIGATIONS

A. **Execution Fee:**

B. **Annual Minimum Payments and/or Milestone Payments:**

C. **Running Royalty Rate Structure:**

Accounting Period	Running Royalty	Due Date

C. **Minimum Royalty Rate Structure:**

Licensee shall pay Licensor running royalties as set forth in C above, but in no event shall royalties for a calendar year be less than the following Minimum Annual Royalties during each of the calendar years indicated in the table below:

Accounting Period	Minimum Royalties (USD)	Due Date

NOTICE

This Exhibit contains financial and commercial information that is BUSINESS SENSITIVE and the Parties hereby agree not to use or disclose this Exhibit to any third party without the advance written approval of the other Party, except: (1) to those necessary to enable the Parties to perform under this Agreement; (2) as may be required by the UT-Battelle Prime Contract with the DOE under the same restrictions as set forth herein; or (3) in event of breach of any provision of this Agreement by either Party, to those deemed necessary by the non-breaching Party to enforce the non-breaching Party's rights under the Agreement.

Initials

UT-Battelle: _____

Date: _____

Licensee: _____

Date: _____

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EXHIBIT C: DEVELOPMENT AND COMMERCIALIZATION PLAN

[The commercialization plan outlines milestones, such as targets for your company's investment in product development, target time periods for first commercial sales, or targets for sales above a certain quantity.]

NOTICE

This Exhibit contains financial and commercial information that is BUSINESS SENSITIVE and the Parties hereby agree not to use or disclose this Exhibit to any third party without the advance written approval of the other Party, except: (1) to those necessary to enable the Parties to perform under this Agreement; (2) as may be required by the UT-Battelle Prime Contract with the DOE under the same restrictions as set forth herein; or (3) in event of breach of any provision of this Agreement by either Party, to those deemed necessary by the non-breaching Party to enforce the non-breaching Party's rights under the Agreement.

Initials

UT-Battelle: _____

Date: _____

Licensee: _____

Date: _____

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EXHIBIT D, MARKING OF LICENSED MATERIALS

1. Licensee shall apply the following language to Licensed Materials, or the packaging thereof:

“This technology acquired under license from UT-Battelle, LLC, the management and operating contractor of the Oak Ridge National Laboratory acting on behalf of the U.S. Department of Energy under Contract No. DE-AC05-00OR22725.”

2. Consistent with the requirements of 17 U.S.C. § 401 and Licensor’s Prime Contract with the DOE, Licensee shall apply the following notice to: (1) all tangible forms of Licensed Materials or to the packaging thereof if direct application to Licensed Materials is not feasible, and (2) if Licensed Materials embody software, to a start-up screen that is viewable and readable to a user when the software is initiated in the normal or anticipated course of use:

©UT-Battelle, LLC. All rights reserved.

Notice: These data were produced by UT-Battelle, LLC under Contract No. DE-AC05-00OR22725 with the Department of Energy. For five (5) years from date permission to assert copyright was obtained from DOE, (identify dates permission to assert copyright was obtained from DOE for each of the Licensed Copyrights), the Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in these data to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government. There is provision for the possible extension of the term of this license. Subsequent to that period or any extension granted, the 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 Contractor or DOE. Neither the United States nor the United States Department of Energy, 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.