



Express Licensing Commercialization Questionnaire

Fill out this form and email to partners@anl.gov.

Company Information
Company Name (full legal entity name):
Company Address (headquarters):
Company Phone Number:
Website:
State of Incorporation:
In operation since (date):
Number of employees (range):
Revenue
Pre-revenue:
Under \$1M annual revenue:
Over \$1M annual revenue:
Funding information
Self-funded or grant-funded:
Raised funding from external sources (e.g. venture capital funds, angel investors):
Company Contact Information
Contact Name:
Contact Title:
Contact Address (check box if same as above):
Contact Phone Number (check box if same as above):
Contact Email:
Technology of Interest
Technology of Interest:
Desired Field of Use (to be negotiated):
Is additional R&D necessary prior to commercialization of the product or service for which the Technology of Interest will be used?
Comments
Is the Company interested in working with Argonne during the Option period?
Comments
Certifications:
I have read and understand the non-negotiable Key Terms presented on page 2 of this Questionnaire.
I understand that this program requires the use of the non-negotiable Argonne Express Option Agreement.
Signature:
Date:

KEY TERMS

Eligibility requirements:

The Company is a US entity, not foreign owned, controlled or influenced

The Company is a duly organized business entity, registered and in good standing with a state or territory within the United States

The Company is not foreign owned, controlled or influenced as defined under [DOE Policy 485.1](#)

No individual Conflict of Interest exists between the Company and Argonne's employees

The Company has not solicited, offered or discussed with any current Argonne employee the potential for employment or any financial interest (e.g., board position, equity, option, subcontract, or consulting position) in the Company, and the Company has not made any offers to any current Argonne employee for the same

If the Company and Argonne enter into an Option Agreement for the Technology of Interest, the Company will not will engage in any discussions with current Argonne employees for employment or any financial interest (e.g., board position, equity, option, subcontract, or consulting position) in the Company during the term of this Option Agreement

No Organizational Conflict of Interest concerns exist between the Company and Argonne

The University of Chicago, UChicago Argonne LLC and any affiliate of either have no financial interest in the Company prior to the execution of this Agreement.

Notes:

This questionnaire is not an offer for a license or Option Agreement. Argonne reserves the right to request additional information from Company.

Argonne further reserves the right to decline Company's request for an Option Agreement at Argonne's discretion.

Grant:

If the Company and Argonne enter into an Option Agreement for the Technology of Interest, the Company will obtain an Option to negotiate a royalty-bearing exclusive license for the Technology of Interest in the Field of Use in the U.S.

During the term of the Option Agreement, the Company shall have a non-exclusive, non-sublicensable right to make and use products and services covered by the claims of the Licensed Patents , but only for internal research and development purposes.

The U.S. Government has certain rights under 35 USC 200 et. Seq. and applicable regulations to the Licensed Patents .

Territory: US only

Option Execution Fee: \$1,000 due within 30 days of execution of the option agreement.

Term: 9 months. Extendable for 9 months for an Option Extension Fee of \$2,000.

Requirements to initiate licensing negotiations:

Written notice to Argonne of election to exercise the option.

Commercialization Plan acceptable to Argonne.

Acceptable documentation that the Company has secured sufficient resources to effectively execute the Commercialization Plan, including capital, management, and technical expertise.

License terms to be negotiated after exercise of option (non-exhaustive list):

License issue fee; earned royalty payments; diligence milestones (technology, scale-up, and business); annual minimum royalties; full patent cost reimbursement (past and future); reporting schedule.

Additionally, license will be subject to required DOE and US government terms such as indemnification, government use license, federal march-in rights, and a **US manufacturing requirement**.

Advertising: Argonne name may not be used in advertising, publicity or promotional activities.

This questionnaire does not constitute an offer or a contract. Rather, this questionnaire seeks information from Company for Argonne to review in consideration of Company's request for an option. Any agreement between the parties may only come through a formal, written and mutually executed contract. No party shall have any right or incur any obligations to another party through this questionnaire.