MEMORANDUM OF UNDERSTANDING

BETWEEN

QUEENSLAND UNIVERSITY OF TECHNOLOGY

AND

BATTELLE MEMORIAL INSTITUTE, PACIFIC NORTHWEST DIVISION, AS MANAGEMENT AND OPERATING CONTRACTOR FOR THE PACIFIC NORTHWEST NATIONAL LABORATORY

CONCERNING ACADEMIC AND RESEARCH COOPERATION IN THE AREAS OF ENERGY AND ENVIRONMENT

I. PARTICIPANTS

This Memorandum of Understanding (MOU) is between the Queensland University of Technology (QUT) and Battelle Memorial Institute, Pacific Northwest Division (Battelle), in its capacity as the manager and operator of the Pacific Northwest National Laboratory (PNNL) under U.S. Department of Energy Contract No. DE-AC05-76RL01830. QUT and Battelle are collectively referred to as the "Participants" or individually as a "Participant."

II. PURPOSE

This MOU is to explore future cooperation to enhance the ability of the Participants to achieve their respective research missions through sharing of information and the exchange and appointment of staff and students to enhance the quality of science, technology, education, and industrial development in their respective economies.

III. OBJECTIVES

The planned cooperative efforts may include, but are not limited to, the following:

- (1) Exchange of faculty and researchers.
- (2) Assessing opportunities for engagement of students.

- (3) Planning collaborative research opportunities, with any specific future research and development collaboration to be implemented through an appropriate written agreement therefor.
- (4) Holding workshops, joint lectures, and symposia.
- (5) Exchange of publicly available academic information and materials.

IV. FUNDING AND RESOURCE COMMITMENTS

This MOU does not create any legally binding obligations between the Participants. As the need may arise, specific details of support to be furnished by each of the Participants may be developed separately from this MOU in specific agreements or contracts, subject to the availability of funds.

V. INTELLECTUAL PROPERTY

The Participants do not anticipate the transfer of rights in intellectual property under this MOU. If the Participants decide that a particular activity may lead to the creation of intellectual information, they should consult with each other and make appropriate written arrangements therefor.

VI. NO ADDITIONAL COMMITMENTS

This MOU is not intended to directly or indirectly constitute, create, or give effect to or to otherwise imply a joint venture, corporation, partnership, contract, or any form of formal business entity.

VII. DURATION, MODIFICATION AND DISCONTINUATION

Collaboration under this MOU may commence upon signature and may continue for 5 years unless discontinued in accordance with this Section. This MOU may be modified or extended upon mutual written consent of the Participants. The Participants may discontinue this MOU at any time by mutual consent in writing. Alternatively, a Participant that desires to discontinue its participation in this MOU should endeavor to provide the other Participant at least 30 days advance written notice.

VIII. ENTIRE UNDERSTANDING

This MOU constitutes the entire understanding of the Participants pertaining to matters contemplated hereunder at this time. The Participants intend that any implementing contract, license, or other agreement entered between the Participants subsequent hereto is to supersede and preempt any conflicting provision in this MOU, unless otherwise provided in such instrument.

Signed at QUT and PNNL this 14th day of June, 2016.

For Queensland University of Technology:

Print Name: Arun Sharma, Ph.D.

Title: Deputy Vice-Chancellor (Research and Commercialisation)

For Battelle Memorial Institute, Pacific Northwest Division:

Print Name: Douglas Ray, Ph.D.

Title: Director, Strategic Partnerships

