

Effective Date: June 25, 2015

Master Services Agreement

This Master Services Agreement (“Agreement”) is entered into this ___ day of _____, 201_ [Fill in the Effective Date] (the Agreement “Effective Date”) by and between _____ [Insert the Consultant’s or Consultant’s Company Legal Name], a _____ [insert the type of entity – corporation, limited liability company, etc.] with its principal place of business at _____ [fill in Street address, City, State and Zip] (“CONSULTANT”), and BATTELLE MEMORIAL INSTITUTE – CORPORATE OPERATIONS, a 501(c)(3) non-profit Ohio corporation with its principal place of business at 505 King Avenue, Columbus, Ohio 43201-2696 (“BATTELLE”).

- 1. SERVICES:** BATTELLE may from time to time request CONSULTANT to perform consulting services (“Services”) for BATTELLE by entering into and signing a Statement of Work (“Statement of Work”) in the format attached hereto that describes the Services to be provided, the payment terms, and the duration of the Services.
- 2. QUALIFICATIONS OF CONSULTANT PERSONNEL:** CONSULTANT shall provide the Services in a professional and workmanlike manner, with requisite care, skill and diligence in accordance with industry standards using individuals who are appropriately trained, experienced and qualified. CONSULTANT shall devote its full attention and efforts to the interests of BATTELLE during all hours charged to BATTELLE. All personnel used by CONSULTANT to perform the Services shall be bound in writing to comply with this Agreement and its confidentiality obligations and will be (i) employees of CONSULTANT, (ii) contractors previously approved by BATTELLE under contract with CONSULTANT, or (iii) employees of such approved contractors (“Personnel”).
- 3. INDEPENDENT CONTRACTOR:** It is expressly understood and agreed that neither CONSULTANT nor its Personnel are agents or employees of BATTELLE. CONSULTANT's status is that of independent contractor and CONSULTANT has no authority to act for or on behalf of BATTELLE or to bind BATTELLE in any manner. CONSULTANT will make no claim against BATTELLE for any remuneration, Workers' Compensation, unemployment compensation or other benefit which would arise from an employer-employee relationship, and assumes all responsibility for payment of wages, benefits or other remuneration to and assumes full responsibility for any acts or omissions of Personnel or third parties employed by or under contract with CONSULTANT.
- 4. FACILITIES ACCESS, DRUG SCREEN AND BACKGROUND CHECKS:** In the event CONSULTANT is granted access to BATTELLE facilities, CONSULTANT agrees to comply with all BATTELLE rules and regulations regarding conduct, security, and safety. Subject to applicable BATTELLE policies, CONSULTANT certifies to BATTELLE that its Personnel who are coming onto BATTELLE premises and who are not at all times escorted by a Battelle employee have (i) successfully passed a full background check (do not have any felony conviction, do not have any pending criminal charges that are either a felony or pending felony charges that are job-related in nature, and do not have any conviction that would render any of them not

bondable as an employee according to customary bond underwriting criteria) during the periods permitted by applicable state and federal laws; and (ii) have tested non-positive for a standard drug screen test consisting of screening for the following substances: amphetamines, cocaine, marijuana, methamphetamine, opiates and phencyclidine. At no time shall CONSULTANT assign any Personnel who are on the OIG debarment or FDA debarment lists.

5. INSURANCE: CONSULTANT shall maintain appropriate insurance coverage during the term of this Agreement and any extensions thereof, including as a minimum, the following:

<u>Type of Coverage</u>	<u>Amounts of Coverage</u>
<u>Workers' Compensation</u> (as required by law)	Statutory
<u>Employer's Liability</u> (if CONSULTANT Has Employees)	\$500,000 Per Occurrence
<u>Professional Liability</u>	\$3,000,000 Per Occurrence
<u>Commercial General Liability Insurance</u> appropriate to CONSULTANT'S business	\$1,000,000 Per Occurrence, \$2,000,000 Annual Aggregate
<u>Auto Liability</u> (if an automobile is being used as part of the Services)	\$300,000 Per Occurrence or an Aggregate of \$1,000,000

CONSULTANT shall provide BATTELLE with insurance certificates verifying these minimum levels of coverage. CONSULTANT shall provide a 30-day written notice to BATTELLE of any significant change in coverage.

6. EQUAL EMPLOYMENT OPPORTUNITY/ELECTRONIC CODE OF FEDERAL REGULATIONS/NON-DISCRIMINATION: The parties hereby incorporate the requirements of 41 C.F.R. Sections 60-1.4(a), 60-250.5(a), 60-300.5(a), 60-741.5(a), and 29 C.F.R. Part 471, Appendix A to Subpart A, if applicable. Further, It is the policy of BATTELLE not to engage in any discriminatory practices based on race, religion, sex, color, national origin, creed, ancestry, age, physical or mental disability, sexual orientation, gender identity/expression, veteran status, marital status, pregnancy, status with regard to public assistance or any other status protected by federal, state or local law ("Protected Class"). It is also the practice of BATTELLE to do business with only those companies which also prohibit discrimination practices to the same extent as enumerated under BATTELLE's policy. CONSULTANT hereby represents that it is an equal opportunity employer and agrees not to discriminate against any member of the Protected Class in its employment practices. A violation of this Section constitutes a material breach of this Agreement.

7. WARRANTIES:

7.1 General Warranties. CONSULTANT represents and warrants that: (i) it has the right, authority and capacity to enter into and perform this Agreement and that its performance under this Agreement does not violate or conflict with any other agreement to which CONSULTANT is a party; (ii) CONSULTANT shall perform the services in a professional and workmanlike manner using the level of care, skill, practice and judgment exercised by other professionals in performing services of a similar nature; (iii) all Services and deliverables shall conform to the specifications and requirements set forth

in this Agreement and the applicable Statements of Work from BATTELLE's acceptance thereof; (iv) BATTELLE's permitted use of the Services and deliverables will not, to the best of CONSULTANT's knowledge, infringe upon the intellectual property rights of any third party; and (v) the work product provided by CONSULTANT to BATTELLE does not and will not contain any virus or any other application that may erase, disable or otherwise harm any of BATTELLE's equipment, systems, data or applications, nor give CONSULTANT nor any third party unauthorized access to the work product or to BATTELLE's equipment or systems.

7.2 Terrorist Organization Warranty. CONSULTANT represents and warrants to BATTELLE that it has not employed, contracted with or provided any other support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates or participates in terrorist acts or has committed, attempted to commit, facilitated or participated in terrorist acts.

8. INVOICES: CONSULTANT will invoice BATTELLE not more frequently than once per month for the Services performed in the previous month. Invoices for Services rendered shall be sent to BATTELLE at accountspayable@battelle.org and must reference the BATTELLE Purchase Order Number and the dates/time period during which the Services were performed. CONSULTANT must also provide an itemized invoice for expenses as set forth in subparagraph 8.b., below. Payment for invoices will be made within thirty (30) days of Battelle's receipt of a properly itemized invoice. Failure to include the required invoice information, itemized expenses and required receipts will result in invoice payment being significantly delayed and/or put on hold by Battelle. Invoices for Services and expenses must be submitted within ninety (90) days from the date incurred; invoices submitted after 90 days from accrual will not be paid by BATTELLE. CONSULTANT's invoice must include the following information as applicable:

A description of the Services provided during the invoice period, including: the name of the individual providing the Services; a summary of the Services, date(s) of Services; number of hours expended on each date; and the total amount owed for the Services.

All expenses that are submitted for reimbursement must be itemized and broken out by expense category (air fare, hotel, rental car, meals, mileage, etc.) and the dates incurred. Expenses totaling \$75.00 and above must be accompanied by receipts. Additionally, all lodging expenses must be accompanied by receipts and itemized by date(s) and destination of each trip,

The invoice shall include only those expenses specified on the Purchase Order as reimbursable. Expenses must be actual, reasonable and properly documented. Adequacy of records and documentation shall be determined by BATTELLE in accordance with rules substantially equivalent to those set forth in Treasury Regulation 1.274-5T. CONSULTANT shall retain copies of such records and documentation for a period of ten (10) years following the invoice date.

Audit Rights. BATTELLE and/or any authorized government audit agency may, for audit purposes, require access to CONSULTANT's applicable records and documentation. Any such audit shall be during normal business hours, and after ten (10) days' prior written notice to CONSULTANT. CONSULTANT will promptly reimburse BATTELLE for any amounts for which CONSULTANT cannot provide adequate documentation or substantiation.

Upon the expiration or termination of this Agreement, CONSULTANT shall make complete disclosures of all activities under this Agreement not previously reported and certify in writing that such disclosures are complete and accurate.

9. COMPLIANCE WITH LAWS & STANDARDS:

- 9.1 CONSULTANT specifically agrees to comply with all Federal and state laws and regulations of consultant/contractor conduct such as procurement integrity regulations, and post-government service employment regulations including, but not limited to 41 U.S.C. 423 and 18 U.S.C. 207 which apply to CONSULTANT, CONSULTANT's employees, or the work performed by CONSULTANT under this Agreement.
- 9.2 CONSULTANT shall provide BATTELLE with information, documentation, and certifications and execute such papers as will demonstrate CONSULTANT's compliance with said laws, regulations and this Agreement upon request. CONSULTANT will provide BATTELLE with additional assistance, if requested, to enable BATTELLE to also comply with said laws and regulations.
- 9.3 CONSULTANT agrees to comply with all applicable provisions of the OFPP/OMB Policy Letter on Consultants and Conflict of Interest, the Lobbying and Disclosure Act of 1995, and Public Law No. 101-121 (the Byrd Amendment), including but not limited to, those pertaining to disclosure, registration, and certification. Further, CONSULTANT shall not perform any activities on behalf of BATTELLE which are intended to influence or which attempt to influence U.S. Government Executive or Legislative branch officers or employees, including members of Congress, with respect to the award, renewal, extension, amendment, administration or modification of a contract, grant, cooperative agreement, loan, license or permit. CONSULTANT shall make no communication (written, oral or telephonic) to a Congressional or Executive branch member, officer or employee on BATTELLE's behalf without the prior written consent of BATTELLE. CONSULTANT shall not knowingly solicit or obtain, directly or indirectly, from any government or agency employee, any proprietary or source selection information.
- 9.4 CONSULTANT shall not offer or provide any bribe or kickback to any person, nor shall CONSULTANT offer or provide any gratuity of any type or nature, including the purchase of meals, to any Federal, State, or local government employees or officials.
- 9.5 CONSULTANT hereby acknowledges that at the time of entering into this Agreement neither it nor any person employed by or representing CONSULTANT is (1) presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any program sponsored by a Federal, State or local department or agency; or (2) under current investigation for a crime or otherwise engaged in conduct for which an entity or individual can be debarred by any Federal, State, or local department or agency. CONSULTANT represents that it will immediately notify BATTELLE of any inquiry or commencement of any debarment proceedings from any government procurement activity; and any suspension, debarment, pending debarment charges or criminal convictions or notice thereof received during the performance of this Agreement. Upon receiving such written notice of inquiry or commencement of any such proceeding from CONSULTANT, BATTELLE shall have the right to immediately terminate this Agreement.

10. CONFLICT OF INTEREST: CONSULTANT will avoid and immediately notify BATTELLE of any actual or apparent conflict of interest of CONSULTANT with the known objectives of BATTELLE or its Clients. These conflicts include, but are not limited to, interests, activities or relationships (past, present or planned) which appear to bias CONSULTANT's judgment or provide CONSULTANT or BATTELLE with an unfair competitive advantage with respect to any present or currently planned procurement activities.

11. CONFIDENTIALITY OF INFORMATION: CONSULTANT agrees to keep confidential any information or material obtained by CONSULTANT or of which CONSULTANT may become aware (“Confidential Information”) under this Agreement. Confidential Information shall include but not be limited to the terms of this Agreement. CONSULTANT shall not use such Confidential Information for any purpose not specifically authorized under this Agreement and solely in furtherance of BATTELLE’s interests and CONSULTANT’s duties hereunder. Further, CONSULTANT shall not publish nor reveal to any third parties outside CONSULTANT’s company any Confidential Information acquired by CONSULTANT in the course of the Services or work without the prior written consent of an authorized representative of BATTELLE. CONSULTANT’s Personnel shall be bound by the terms of this Confidentiality clause. CONSULTANT shall protect the Confidential Information to the same standard of care it uses to safeguard its own confidential information, but in no event less than a commercially reasonable standard of care. CONSULTANT shall be responsible in the event that either it or its Personnel do not keep the Confidential Information confidential, use the Confidential Information for any other unauthorized purpose, or disclose the Confidential Information to any other person or entity.

The obligations with respect to handling Confidential Information set forth in this Agreement are not applicable to the following:

- a. Information that is now in or hereafter enters the public domain through no fault of CONSULTANT;
- b. Information that was previously lawfully known to CONSULTANT independently of disclosure by BATTELLE;
- c. Information that is lawfully disclosed with the written approval of BATTELLE; or
- d. Information that is lawfully received from other sources, provided such other source did not receive it due to a breach of this Agreement or such other source is not under obligation to retain the information in confidence.

Upon the expiration or termination of this Agreement, CONSULTANT agrees to return to BATTELLE all records, notebooks, data, drawings, photographs, and any other information or data of every description furnished by BATTELLE or developed by CONSULTANT during or as a result of CONSULTANT’s performance of this Agreement. CONSULTANT further agrees not to disclose, without BATTELLE’s prior written approval, any such information or data. Such data and information shall be and shall remain the sole property of BATTELLE.

CONSULTANT agrees that no remedy at law may be adequate to compensate BATTELLE for a breach of this Section and that BATTELLE will therefore be entitled to seek equitable and injunctive relief against any such breach or the threat of any such breach, in addition to any remedies that BATTELLE may have at law.

The terms of this Section 11 will survive the expiration or termination of this Agreement.

12. RIGHTS IN INTELLECTUAL PROPERTY, INVENTIONS AND CONCEPTS:

12.1 Work Product. BATTELLE shall be the exclusive owner of all work that Consultant produces pursuant to this Agreement (including without limitation reports, studies, computer programs, specifications, operating instructions and documentation, inventions, concepts, computer codes and related source codes and object codes, whether preliminary or final, and all copies in which such work is embodied, along with other writings and discoveries made or conceived by CONSULTANT in the course of its work under this Agreement (“Work Product”), which will be deemed to be a work made for hire. BATTELLE will own the Work Product. CONSULTANT agrees that it will execute and cause its Personnel to execute any documents necessary to vest ownership of the Work Product and all

related intellectual property rights to BATTELLE. All copyrightable works shall be deemed works for hire under the Copyright Law, but to the extent that by operation of law or otherwise that they are not works for hire, then CONSULTANT shall assign and hereby does assign to BATTELLE all right, title and interest in the copyrightable work and the copyright therein, including the right to apply for and receive copyright registrations, and other similar protection which may then be available.

CONSULTANT hereby irrevocably transfers and assigns to BATTELLE or its designee, in perpetuity, any and all copyrights and other proprietary rights in and to the Work Product and does hereby assign to BATTELLE or its designee, all right, title and interest in such inventions, concepts, computer codes and other writings and discoveries. BATTELLE shall have the right to file applications in its own name as assignee or applicant for Patents, Copyrights, and/or Trademarks in the United States and foreign countries. In countries where necessary, CONSULTANT shall, at the request and expense of BATTELLE, make such application. CONSULTANT shall execute any papers and do all such things as may be reasonably required to assign and protect the rights of BATTELLE or its assignees or designees in all such properties. CONSULTANT's grant of ownership to BATTELLE in and to the Work Product, and irrevocable transfer and assignment to BATTELLE of all copyrights and other proprietary rights in and to the Work Product, as described in this Agreement, will be in effect even in the event that a court or any other adjudicatory body or governmental agency determines that the Work Product is not a work made for hire.

- 12.2 BATTELLE Materials.** BATTELLE owns, and will continue to own, all documentation and other materials that BATTELLE may provide to CONSULTANT and all copies thereof regardless of whether provided on, before or prior to the effective date of this Agreement. CONSULTANT will give or return to BATTELLE any and all property of BATTELLE (including the Work Product), and all copies thereof, on whatever media they are contained, promptly after whichever one of the following first occurs: (i) BATTELLE requests it; (ii) CONSULTANT completes its obligations described in a Statement of Work; or (iii) the Statement of Work involved or this Agreement expires or is terminated for any reason.

13. TERM AND TERMINATION:

- 13.1 Term of Agreement.** This Agreement will, when fully executed by the parties, be effective as of the Effective Date and will continue in effect thereafter for a period of _____ (x) [Fill in 1, 2 or 3 years] years, unless earlier terminated in accordance with the provisions herein.
- 13.2 Termination Without Cause/For Convenience.** Either party may terminate this Agreement without cause and at the convenience of the terminating party, upon thirty (30) days' prior written notice to the non-terminating party. No such termination by CONSULTANT will be effective, however, until the last Statement of Work then in effect expires, or is terminated by the terms of such Statement of Work. Such a termination by BATTELLE, however, shall simultaneously and automatically terminate each pending Statement of Work unless the parties otherwise agree in writing.
- 13.3 Termination for Cause.** If either party breaches any material term or condition of this Agreement, including any Statement of Work that has not been cured or cannot be cured within thirty (30) days after written notice thereof, the non-breaching party may terminate this Agreement by written notice to the breaching party.
- 13.4 Additional For Cause Termination Events.** In the event CONSULTANT shall do any one or more of the following:

- a. Breaches its security, compliance with laws, confidentiality obligations under this Agreement, or any other material term of this Agreement;
- b. Becomes insolvent;
- c. Ceases conducting business in the ordinary course;
- d. Permits or fails to prevent the filing of a petition for bankruptcy or reorganization involving CONSULTANT, whether filed by CONSULTANT or others;
- e. Makes any arrangement or general assignment for the benefit of creditors or permits or fails to prevent the appointment of a receiver for CONSULTANT.

BATTELLE may, notwithstanding anything to the contrary contained in this Agreement, in addition to any other remedies available at law or equity, terminate this Agreement and any applicable Statement of Work immediately upon written notice to Consultant thereof.

13.5 Effect of Termination. If either party terminates this Agreement for cause, any pending Statements of Work hereunder shall simultaneously and automatically terminate unless the parties otherwise agree in a signed writing. This Section 13.5 and Sections 5, 6, 8(b) and 8(c), 9, 10, 11, 12, 14, 15, 16, and 24, together with any payment obligations which accrued prior to termination or expiration of this Agreement or any Statement of Work, shall survive the expiration or termination of this Agreement or any Statement of Work.

14. INDEMNITY:

- 14.1** CONSULTANT agrees to indemnify, defend, and hold harmless BATTELLE, its divisions, subsidiaries and affiliates, officers, trustees, agents, and employees from any and all losses, liabilities, damages, claims, suits, demands, causes of action, judgments, assessments, and all expenses and costs of any kind, including reasonable attorneys' fees, (collectively "Damages") arising out of the performance of CONSULTANT's work hereunder related to any claim that the Services or resulting work product infringes, violates or misappropriates any copyright, patent, trademark, trade secret or other proprietary right or involves libel, slander, defamation, violation of personal rights of privacy, misappropriation of ideas or rights, literary privacy or plagiarism. CONSULTANT will do so whether or not such claim is made in good faith.
- 14.2** CONSULTANT will also indemnify BATTELLE from and against any and all Damages relating to (a) CONSULTANT's breach of the representations, warranties, agreements or obligations of CONSULTANT under this Agreement, including reasonable attorney's fees and costs, arising out of the performance of CONSULTANT's work hereunder that are directly caused, in whole or in part, by CONSULTANT'S negligent or wrongful act or omission or that of anyone employed by CONSULTANT for whose acts CONSULTANT may be liable; and (b) property damage and bodily injuries (including death) caused by or related to CONSULTANT's negligent or wrongful act or omission.
- 14.3** BATTELLE will give CONSULTANT prompt written notice of such claim for Damages and reasonably cooperate with CONSULTANT in the defense of any claim (at CONSULTANT's expense). CONSULTANT shall make no admission or fault or wrongdoing or other statement reflecting negatively on BATTELLE, without BATTELLE's prior written consent.

15. DISCLAIMER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY:

15.1 NEITHER PARTY SHALL HAVE ANY LIABILITY OF ANY TYPE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF OPPORTUNITY OR LOSS OF REVENUE OR PROFIT ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED HEREUNDER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY IS RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS AND THE RESULTS THEREOF AND SHALL NOT BE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF THE OTHER PARTY.

15.2 EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, OBLIGATIONS REGARDING CONFIDENTIALITY, AND FOR DAMAGES CAUSED BY ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY'S LIABILITY WILL EXCEED THE AMOUNTS PAID OR PROPERLY DUE AND OWING UNDER THIS AGREEMENT.

16. EXPORT OF DATA: CONSULTANT shall not, without the prior written consent of BATTELLE and appropriate U.S. Government agencies, transmit directly or indirectly any technical data received from BATTELLE or developed under this Agreement, any immediate product of such technical data, or any commodity produced by an immediate product of the technical data or any portion thereof to any person or country in contravention of the International Traffic in Arms Regulations, the Export Administration Regulations, the Assistance to Foreign Atomic Energy Activities Regulations or such other regulations governing the export of technical data.

17. NON-WAIVER: Failure of BATTELLE to insist on strict performance of any of the terms and conditions contained in this Agreement shall not constitute or be construed as a waiver or relinquishment of BATTELLE's right to subsequently require strict compliance with such terms and conditions.

18. NOTICES: Any notice or payment required to be given or made by either party to the other must be in writing and will be deemed to have been given if delivered personally or by a courier service, or made by depositing the same in the United States mail, postage prepaid, mailed by U.S. registered or certified mail, return receipt requested, addressed to BATTELLE or CONSULTANT at the addresses set forth below (or to the address as modified by written notice to the other party). If delivered personally by a recognized courier service, such notice will be deemed given upon the day of delivery, or if delivered by U.S. mail as set forth above, will be deemed given on the fifth (5th) business day after the day deposited in a regular depository of the U.S. Mail.

If to CONSULTANT:

Attn: _____

Email: _____

[Fill in all Consultant information above]

If to BATTELLE:

BATTELLE MEMORIAL INSTITUTE

505 King Avenue

Columbus, OH 43201-2696

Attn: Strategic Supply Services

19. FORCE MAJEURE: If either party cannot perform any of its obligations because of any act of God, accident, strike, court order, flood, fire, act of Government, war, riots, or any other cause not within that party's reasonable control that could not be avoided through the exercise of reasonable care and diligence (a "Force Majeure Event"), then the non-performing party will (i) promptly notify the other party as soon as practicable; (ii) take reasonable steps to resume performance as soon as possible; and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of fifteen (15) business days, BATTELLE may immediately terminate this Agreement by providing written notice to CONSULTANT.

- 20. ASSIGNMENT:** CONSULTANT may not assign, transfer or delegate its rights or obligations under this Agreement or any Statement of Work without the prior written consent of BATTELLE. Any assignment (or attempted assignment) of this Agreement or any Statement of Work in violation of this Section shall be void and of no force or effect.
- 21. SUCCESSORS IN INTEREST:** All terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the parties, their successors, assigns and legal representatives.
- 22. SEVERABILITY:** If any provision of this Agreement shall for any reason be prohibited, held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect or invalidate any remaining provisions of this Agreement, and no such prohibition or unenforceability in any jurisdiction will invalidate such provision in any other jurisdiction.
- 23. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Ohio without regard to its conflict of laws principles.
- 24. NO PUBLICITY/ENDORSEMENT:** CONSULTANT will not use BATTELLE's name or abbreviation thereof, nor any BATTELLE logo, abbreviation thereof, trademark or trade name in any news, advertising, publication, information release, or for any commercial, technical or scientific purposes without BATTELLE's prior written consent. CONSULTANT will not issue any press release or other public announcement regarding this Agreement which implies that BATTELLE has authorized or endorsed the Services of CONSULTANT. CONSULTANT shall not use BATTELLE's Confidential Information or reports for any advertising, promotional or marketing purposes, raising of capital, recommending investments, sale of securities or in any way that implies any type of authorization or endorsement by BATTELLE.
- 25. ENTIRE AGREEMENT:** This Agreement, including all Statements of Work, attachments thereto, exhibits and all applicable referenced BATTELLE Purchase Order(s) (excluding any terms and conditions set forth on the reverse side), and any attachments referenced on the face of the Purchase Order, represents the rights, duties and obligations of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, letters, proposals, discussions, agreements and understandings by or between the parties. In the event of a conflict between the terms of this Agreement and any Purchase Order provisions the terms of this Agreement shall be controlling. In the event of any conflict between the body of this Agreement and any Statement of Work or exhibit, the body of this Agreement will govern, except with regard to specific pricing terms or such other terms as may be mutually agreed upon by the parties, and as expressly identified in a Statement of Work as controlling. Any change, amendment or modification to this Agreement must be in writing, mutually agreed upon and executed by an authorized representative of each party.

AGREED AND AUTHORIZED:

_____ **[Full Legal Name]** **BATTELLE MEMORIAL INSTITUTE –
CORPORATE OPERATIONS**

Name: _____

Name: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Strategic Supply Services

Date: _____

Date: _____

EXHIBIT 1:

CONSULTANT'S RATE CARD

To Master Services Agreement

Between BATTELLE MEMORIAL INSTITUTE – CORPORATE OPERATIONS (“BATTELLE”) and
_____ [Full Legal Name] (“CONSULTANT”)

The following are the Hourly/Monthly [specify which one] Rates for Services to be provided by CONSULTANT during the term of this Agreement:

<u>Type of Services</u>	<u>Rate</u>
[Add brief description here _____]	\$ _____.00/Hour [or /Month]
Plus reasonable and necessary Expenses as actually incurred	Estimated Not to Exceed \$_____.00

*This Master Services Agreement with CONSULTANT is an incrementally funded, Indefinite Dollar, Indefinite Quantity (IDIQ) Agreement. Consulting fees are based on the Rates above and scope of engagements will be managed under separate Statements of Work, as applicable.