

END USER SOURCE CODE LICENSE AGREEMENT

For

NEC VERSION 4.4

Between

LAWRENCE LIVERMORE NATIONAL SECURITY, LLC

and

(Company Name)

LLNL Case No. TG0_____ [for LLNL use]

**Lawrence Livermore National Laboratory
P.O. Box 808, L-795, Livermore, CA 94551
Industrial Partnerships Office**

(Date)

END USER SOURCE CODE LICENSE AGREEMENT

This Agreement is by and between Lawrence Livermore National Security, LLC ("LLNS"), under its U.S. Department of Energy (DOE) Contract No. DE-AC52-07NA27344 to manage and operate Lawrence Livermore National Laboratory ("LLNL"), and

_____, a _____ corporation
 (Company Name) (State of Incorporation)

 (Company Address)

 (Contact Name) (Phone) (E-Mail)

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 (Company Name)

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NEC, Version 4.4	Fee:
U.S. Academic	\$300
U.S. Noncommercial	\$300
Non-U.S. Academic/Noncommercial	\$500
U.S. Commercial	\$1,100
Non-U.S. Commercial	\$1,500

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LLNS and **LICENSEE** hereby execute this Agreement, in duplicate originals, by their respective duly authorized officers.

(Company Name)

**LAWRENCE LIVERMORE
NATIONAL SECURITY, LLC
LAWRENCE LIVERMORE NATIONAL
LABORATORY**

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: Nina Potter

Title: _____

Title: Manager, IP & Agreements Management

Date signed: _____

Date signed: _____



Lawrence Livermore National Laboratory

Industrial Partnerships Office

LICENSEE INFORMATION

To be completed by companies interested in licensing LLNL technology
Please submit with signed License Agreement

LICENSEE INFORMATION:

Company Name/Individual

Mailing or Street Address

City, State, Zip, Country

Contact Name

Telephone Number

Fax Number

Email Address

Please check all that apply:

- | | | | |
|--------------------|--------------------------|---------------------------|--------------------------|
| Foreign (non-U.S.) | <input type="checkbox"/> | State or Local Government | <input type="checkbox"/> |
| University | <input type="checkbox"/> | Not-for-Profit Entity | <input type="checkbox"/> |
| Small Business | <input type="checkbox"/> | National Laboratory | <input type="checkbox"/> |
| Minority Owned | <input type="checkbox"/> | Individual | <input type="checkbox"/> |
| Woman Owned | <input type="checkbox"/> | Public Company | <input type="checkbox"/> |
| Large Business | <input type="checkbox"/> | Private Company | <input type="checkbox"/> |



Firm Name:	
Address:	
Completed by:	
Signature:	Date:

Nuclear Controls Checklist

Is your facility involved in any of the following activities?

Nuclear explosive activities.

Research on or development, design, manufacture, construction, testing or maintenance of any nuclear explosive device or components or subsystems of such a device? Yes No

Are you a U.S. person involved in support activities ¹where you know that the items will be used in the design, development, production, or use of nuclear explosive devices? Yes No

¹ *Support activities include financing, transportation, and freight forwarding and any action by which you facilitate an export, reexport, or transfer in any other way without being the actual exporter or reexporter.*

Unsafeguarded² nuclear activities.

Research on, or development, design, manufacture, construction, operation, or maintenance of:

- A nuclear reactor? Yes No
- A critical facility? Yes No
- A facility for the fabrication of nuclear fuel? Yes No
- A facility for the conversion of nuclear material from one form to another? Yes No
- A storage installation? Yes No

² *Unsafeguarded means that there is no obligation on the part of the country to accept International Atomic Energy Agency (IAEA) safeguards at the relevant facility or installation that contains any source or special fissionable material (regardless of whether or not it contains such material at the time of export) or where any such obligation is not met.*

Safeguarded and unsafeguarded nuclear activities.

Nuclear fuel cycle activities, including research on development, design, manufacture, construction, operation or maintenance of any of the following facilities:

- Facilities for the chemical processing of irradiated special nuclear or source material? Yes No
- Facilities for the production of heavy water? Yes No
- Facilities for the separation of isotopes of source and special nuclear material? Yes No
- Facilities for the fabrication of nuclear reactor fuel containing plutonium? Yes No

Missile Technology Checklist

Will the item(s) requested for export be used in the design, development, production or use of missiles? Yes No

Is your facility involved in any activities involving the development of missiles? Yes No

Does your facility have any direct or indirect assistance in the design, fabrication, operation or maintenance of rocket systems (including ballistic missile systems, space launch vehicles and sounding rockets) or in unmanned air vehicles systems (including cruise missile systems, target drones, remotely piloted vehicles and reconnaissance drones)? Yes No

Chemical & Biological Weapons Checklist

Will the item(s) requested for export be used in the design, development, production, stockpiling, or use of chemical or biological weapons? Yes No

Would you refuse Lawrence Livermore National Laboratory personnel access to parts of the facility other than those involved in the contract? Yes No