

Material Transfer / Biological Testing Agreement

This Agreement, between the University of XXX (hereinafter "University") and E. I. du Pont de Nemours and Company (hereinafter "DuPont") acting through their authorized representatives, governs an arrangement whereby proprietary chemical compound samples developed at University by Dr. YYY (hereinafter "Investigator") may be transferred from University to DuPont for testing and evaluation of properties useful for agricultural and horticultural crop protection agents. The following terms and conditions shall apply.

1. Compound samples supplied to DuPont for testing are considered the proprietary property of University and are provided to DuPont on a non-exclusive basis. University is not restricted in the further use, distribution, publication, or pursuit of statutory protection for the compounds.
2. Each offer of a compound to DuPont by University under the terms of this agreement will be evaluated by DuPont, and for each compound that DuPont selects for evaluation DuPont agrees to pay \$\$\$\$, which is intended to cover the incidental expenses associated with sample preparation and transmittal of that compound. This payment will be made upon receipt by DuPont of each such requested compound. DuPont agrees to pay only for such samples that are received within four (4) months of DuPont's request for such compound for testing purposes, that are provided in a quantity of 20 (+/- 5) micromoles, and that possess the designated structure with a purity of at least 90% unless otherwise noted. In addition, DuPont will pay shipping costs when DuPont-approved express-package couriers are utilized.
3. Compound samples received by DuPont from University will be used only for internal purposes associated with DuPont's crop protection products research and development activities. Samples will not be sold or transferred to third parties or used in humans, and all research and development activities will be conducted in a safe manner complying with all applicable governmental laws, regulations, and guidelines.
4. DuPont accepts that compounds supplied are experimental in nature and are provided without any warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose. However, DuPont expects that University is not knowingly furnishing for testing compounds that infringe third party patent rights. DuPont shall not hold University liable for DuPont's use of the samples and shall indemnify University for any loss or claim related to DuPont's use of the samples except to the extent that a loss or claim is directly the result of University's negligence or legal wrongdoing.
5. If the evaluations conducted by DuPont lead to a continuing interest on the part of DuPont in any compound(s) supplied, DuPont will so inform University and Investigator, disclosing the nature and key aspects of its results, for the purpose of arranging acceptable contractual terms under which a further cooperative research

and development program might be conducted. DuPont will not attempt to secure patent rights in any compound received from University or any compound intentionally derived therefrom without consulting University.

6. DuPont agrees to hold in confidence any information or data received from University in association with the compounds covered under this agreement and indicated as confidential for a period of two (2) years from the date of DuPont's receipt of the compound sample, except that DuPont is free to disclose such information and samples to its affiliates who agree to be bound by the same conditions when requested to conduct the evaluations contemplated.
7. University and Investigator agree to hold in confidence the fact that DuPont is testing any selected compound and any information and results about DuPont's evaluations disclosed by DuPont pursuant to clause 5 and indicated as confidential for a period of two (2) years from the date of DuPont's receipt of the compound sample.
8. However, the obligations of clauses 6 and 7 will not apply to any information that:
 - (a) written permission for disclosure has been granted by the disclosing party upon request from the receiving party,
 - (b) is or becomes known publicly through no fault of the receiving party,
 - (c) is learned by the receiving party from a third party entitled to disclose it,
 - (d) is already known to the receiving party before receipt from the disclosing party as shown by the prior written records of the receiving party,
 - (e) is developed independently by an employee or consultant of the receiving party who had no knowledge of disclosures made by the disclosing party in association with the compounds or through the website, or
 - (f) is legally required to be disclosed, for example to a governmental regulatory agency, under applicable laws and regulations in this or another country.
9. The term of this Agreement shall be three (3) years from the date of execution unless earlier terminated upon written request by either party. Expiration or termination shall not prejudice the rights of either party arising prior to expiration or termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective officers hereunto duly authorized effective from the date of last signing.

The University Of XXX

E. I. du Pont de Nemours
and Company

By _____

By _____

(Typed Name of Authorized Representative)

(Typed Name of Authorized
Representative)

(Title)

(Title)

(Date)

(Date)

By _____

(Typed Name of University Investigator)

(Title)

(Date)

DRAFT UPDATED 7-15-2003