Form No. OGC-S-2001-02

Letter Agreement for Transfer of Chemical Material

This Agreement ("Agreement") to provide chemical material _____ ("Chemical Material") is made on _____, between _____, ("Provider") having offices at _____ and _____ ("Recipient"), having offices at _____.

Provider asks that Recipient and Recipient Scientist agree to the following before Recipient receives Chemical Material:

1. **Contract Terms:** Chemical Material is the property of Provider and is provided at no cost as a service to Recipient. Recipient shall provide below all intended uses of the Chemical Material:

2. **Scope:** The nature of the collaboration between Provider and Recipient which is described in Attachment A and incorporated as a part of this Agreement delineates the intended scope of activity at this time. Further collaboration will be effected by subsequent agreements or contracts.

3. **Proprietary Rights:** Provision of Chemical Material to Recipient implies no rights to Recipient to any patents, patent applications, trade secrets or other proprietary rights of Provider. Specifically, Provider retains all rights inherent in the Chemical Material.

4. **Warranties:** Any material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, Recipient assumes all liability for damages that may arise from its use, storage or disposal of the material. Provider will not be liable to Recipient for any loss, claim or demand made by Recipient, or made against Recipient by any other party, due to or arising from the use of the material by Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Provider. _____ Initial

5. **Publication of Research Findings:** This Agreement will not be interpreted to prevent or delay publication of research findings resulting from the use of Chemical Material. Recipient shall promptly report to Provider in writing all results and data acquired by the use of the samples of Chemical Material.

6. **Regulatory Compliance:** Recipient agrees to use Chemical Material in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of human and animal subjects or recombinant DNA. Recipient agrees to properly destroy any unused samples of Chemical Material after completion of the study.

7. **Governing Law:** The laws of the State of Texas and the United States govern the validity and interpretation of this Agreement and the legal relation of the parties.

The parties have caused this Agreement to be executed by their duly authorized representatives.

PROVIDER

_____
Signature Date
Name:_____
Title:_____

RECIPIENT

_____
Signature Date
Name:_____
Title:_____

PROVIDER SCIENTIST

_____
Signature Date
Name:_____
Title:_____

RECIPIENT SCIENTIST

_____
Signature Date
Name:_____
Title:_____

Note: Modification of this Form requires approval of OGC