AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 1972, between The National Paint and Coatings Association, hereinafter called "the Donor", and the University of Cincinnati, hereinafter called "the University",

WITNESSETH

WHEREAS, the Donor wishes The Department of Environmental Health (hereinafter called "the Department") to conduct a literature survey concerning the toxicologic significance of certain metal compounds; (described in Exhibit A attached as a part of this agreement), and

WHEREAS, the University has approved of this study by said Department;

NOW, THEREFORE, in consideration of the mutual promises hereinafter specified,

IT IS AGREED:

1. The Department shall carry out such investigations within the limits of its available facilities and scientific interests.

2. The Donor shall pay the University therefor the sum of Five Thousand Two Hundred Twenty Five ($5,225.00) Dollars for the conduct of this study, as follows: Three Thousand Five Hundred ($3,500.00) Dollars at the start of the study, and the remainder after the final report has been submitted.

3. The name of the University or of the Department or of any member, officer or employee of the University or the Department, shall not be used in any advertising matter at any time during the progress of the work or thereafter. A written report shall be made of the findings and such a report or a photostatic

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copy thereof may be used by the Donor as evidence of the facts established. If the findings are published in a scientific journal, the Donor shall be free to quote such findings subsequent to publication.

4. The investigative work shall be planned and carried out by the University, and the University shall have the right to disseminate for the public good any information obtained. However, before the issuance of public reports or scientific publications, the manuscripts therefor will be submitted to the Donor for criticism and suggestion. In the event any editorial revisions to such reports or scientific publications suggested by the Donor are not acceptable to the University, the parties shall submit such revisions to a mutually acceptable independent third party for a final and binding determination of the use of such revisions in such reports or scientific publications.

5. No person shall be required to make an application for patent based on any invention, discovery or development resulting from any investigative work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officer, respectively, who are hereby certified to have been duly authorized to execute the same.

THE NATIONAL PAINT AND COATINGS ASSOCIATION

By_____

UNIVERSITY OF CINCINNATI

By_____