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DOCUMENT DESCRIPTION: 'Donor' -Met Life?- Agreement with NYU Allowing Suppression of Research Results at the Discretion of the 'Donor'

12/.8/49

A G R E E M E N T

THIS AGREEMENT, made as of , between

(hereinafter referred to as "The Donor"), and New York University, (hereinafter referred to as "The University").

W I T N E S S E T H:

WHEREAS, The Donor wishes New York University, through its Institute of Industrial Medicine of the New York University-Bellevue Medical Center (hereinafter referred to as "The Institute"), to carry out investigative work on projects to be mutually agreed upon hereafter from time to time; and

WHEREAS, The University has approved such investigative work by said Institute,

NOW, THEREFORE, in consideration of the mutual promises hereinafter specified, IT IS AGREED:

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

2. The Donor shall pay in advance the estimated cost of each project requested by The Donor and additional sums in advance from time to time as may be mutually agreed upon as necessary to complete the project. On completion of the work any unexpended balance will be returned to The Donor or, on mutual agreement, retained to be applied to a subsequent study.

3. The name of The University or of The Institute or of any member, officer or employee of The University or The Institute, shall not be used in any advertising matter referring to the investigations [illegible] during the progress of the work or thereafter. A written report shall be made of the

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findings and such report or a photostatic copy thereof may be used by The Donor as evidence of the facts established.

4. Information to be furnished by The Donor or its affiliated companies to the staff of The Institute and results of The Institute's studies are confidential and The Institute will use its best efforts to see that such information is not disclosed, without The Donor's written consent, to persons other than those actually engaged in the investigations under this Agreement. It is appreciated that the results of such investigations may be of public and medical interest and it is understood that The University reserves the right to have members of The Institute publish the results of the experimental studies conducted by The Institute which are of public and medical interest, but that before any of the scientific results obtained in these studies are so published, a copy of the material to be published shall be submitted to The Donor at least thirty (30) days before publication for its comments or criticism. It is also understood and agreed that The Donor, or its affiliated companies will not be identified nor will proprietary names of its or their products be used in connection with such published results without The Donor's consent.

5. The investigative work on projects mutually agreed upon shall be planned and carried out by The Institute. It is agreed that The Donor shall have no responsibility for or control over the tests conducted or the work done in making these investigations. It is understood that The Donor will in good faith furnish information and/or access to plant activities which will be of assistance in the conduct of investigations under this agreement.

6. It is not contemplated that patentable inventions shall result from the investigative work under this Agreement and no member of The Institute shall be required to make an application for patent based on any invention,

discovery, or development resulting from any investigative work under this Agreement. However, it is understood that if any patents are obtained covering any inventions made in such investigative work, which patents are directly or indirectly owned or controlled by The University, The Donor and its affiliated companies will have a nonexclusive, nontransferable, irrevocable, royalty-free license under such patents.

7. This contract shall be continued until terminated at the end of any full contract year by either party giving to the other party written notice of termination at least sixty days prior to the end of such contract year, provided, however, that if any investigative projects are still being carried out hereunder at the end of any such contract year, such termination shall not be effective until sixty (60) days after the completion of such project.

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

ATTEST:

_____

_____ By _____

Secretary

NEW YORK UNIVERSITY

By _____

Vice Chancellor and Comptroller