

LC - LOUISVILLE, UNIV. OF
Agreement, 5.0

ALV

CMA 002623

University of Louisville

1. Under this Agreement, the Research Contractor, University of Louisville is referred to as RC and Manufacturing Chemists' Association, Inc. is referred to as MCA.

CONFIDENTIAL
Subject to [redacted] in
POSS V. GALT [redacted]
14th [redacted]
Calcasieu [redacted], Louisiana

4. While MCA commits to full public disclosure of scientific information developed through this project, RC will not publish nor otherwise release such information without prior MCA knowledge and review. This stipulation is not intended to inhibit privileged scientific interchange and consultation with other investigators in related fields or with the personnel of organizations participating in support of the project. If patentable discoveries should ensue, these shall be declared in the public domain without any retention of proprietary interest.

6. Promptly upon completion of the project, RC will furnish to MCA one fine copy of its final report on the project, suitable for camera reproduction, and 35 copies. In addition, every four (4) months, RC shall furnish to MCA thirty-five (35) copies of a report giving the status of the ongoing studies.

CMA 002624

8. MCA enters into this Agreement with the understanding that the project will be personally directed and supervised by Carlo H. Tamburro, M.D.

If any change in his status should arise that would affect his connection with the project, RC agrees to notify MCA in advance, in which event the Agreement becomes subject to renegotiation.

9. In support of this project MCA will provide funds in an amount not to exceed the lesser of actual project costs or \$ 252,820 payable as follows:

For the services performed by RC from March 1, 1978, through February 28, 1979, under this Agreement, payments will be made to RC bimonthly following receipt of an itemized statement detailing expenses incurred against the project during the preceding period, except that payment of the last twenty thousand dollars (\$20,000.00) of the amount agreed to will be withheld pending receipt and acceptance by MCA of the final report and 35 copies referred to in paragraph 6 of this Agreement.

CONFIDENTIAL
Subject to Protective Order in
Ross v. General Hospital, et al.
14th St. Court, No. 100-1000
Chicago, Illinois 60603

In no event will payments totaling more than \$ 232,820 be paid prior to the final payment. All invoices and progress reports will bear the Project Reference Number VC 5.0 DP/PREV-UL

10. RC agrees to notify MCA in writing, within thirty (30) days of the effective date of this Agreement or within (30) days of any notification received after execution of this Agreement, of the action of any governmental agency giving notification of disqualification, deficiencies, or warning that there are discrepancies between the observed conditions and regulatory requirements of the performance of RC as a clinical or nonclinical laboratory.

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Louisiana

11.

~~IX~~ This Agreement becomes effective March 1, 1978

and will remain in effect until completion of the research project which is expected approximately twelve (12) months thereafter. If unforeseen circumstances should make sooner termination desirable, it may be terminated by MCA on 30 days' written notice to RC. In such event, RC will present to MCA a detailed accounting of costs, including reasonable and necessary expenses incurred in terminating the project in an appropriate manner, with additional payment by MCA as limited by the provision of paragraph 9, or return of unused funds by RC, as the case may be, consistent with the results of such accounting and the provisions of this Agreement.

Accepted for:

University of Louisville

Signed

Name

Typed N. F. Elbert

Title Vice President for
Financial Affairs

Date February 27, 1978

Accepted for:

Manufacturing Chemists' Association, Inc.

Signed

Name

Typed George E. Best

Title Vice President,
Secretary-Treasurer

Date February 23, 1978

TPFR2-1277

CMA 002626