

Dr. Merrill Eisenbud
Professor and Director
Laboratory for Environmental Studies
New York University Medical Center
Institute of Environmental Medicine
550 First Avenue
New York, New York 10016

Re: Proposal to Monsanto Company for Study of the
Degradation of Polychlorinated Biphenyls by
Fungi and Anaerobic Bacteria dated May 18, 1979.

Dear Dr. Eisenbud:

Dr. C. C. Lee contacted me a few weeks ago with regard to the subject proposal. At that time Dr. Lee provided additional details of the proposed work and also clarified the intent of the in situ portion (Specific Aim #3). Specifically, Dr. Lee indicated that the in situ work was laboratory rather than field work and committed that both the in vitro and in situ work would utilize sediment from representative aquatic environments and would not be directed to a specific body of water.

Monsanto would be willing to commit to support the proposed work described under Specific Aims 1 and 2 on the basis indicated by Dr. Lee if the following terms are satisfactory. Monsanto would, however, defer its decision on committing to Specific Aim 3 until the results of Aims 1 and 2 can be evaluated. The following terms are proposed:

1. Monsanto would support Specific Aims 1 and 2 to the extent of (a) \$56,453 for the July 1, 1979 to June 30, 1980 period (~~one-half~~ payable 30 days after acceptance of this letter and

the remainder (six months thereafter) and (b) \$47,489 for the July 1, 1980 to June 30, 1981 period (one-half payable July 1, 1980 and the remainder January 1, 1981). In the event of delays in the work, the foregoing payments would be delayed by a corresponding period. Monsanto makes no commitment whatever to Specific Aim 3.

2. The work may be terminated by either party upon 90 days written notice. In such case, payments under Paragraph 1 would be prorated to the date of termination and refunded to Monsanto accordingly.

3. The work would be undertaken by the University consistent with Monsanto's desire to sponsor only that research which would further the overall scientific knowledge on the reduction of polychlorinated biphenyls from the environment. Therefore, neither the work nor any presentation or publication would be directed to any specific river, lake or other body of water. Fungi, bacteria, as well as sediment, would be obtained from a variety of environments represented by at least six different rivers, lakes or other bodies of water.

4. All information, ideas, inventions and discoveries, whether or not of a patentable nature, which result from the work would be fully and completely dedicated to the public by the University and made available to all interested parties without charge. The parties expect that the results of the work would be published by the University or the investigators in a scientific journal. Drafts of publications and presentations shall be first submitted to Monsanto for review.

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5. Monsanto would be furnished periodic status reports and would be allowed to review the progress of the work from time to time.

6. Monsanto would be free to disclose that it is sponsoring the work and the general progress and results thereof, provided that Monsanto would not disclose any scientific data without the University's consent and would not in any case use such information in sales promotion or advertising.

7. Dr. Lee would serve as the principal investigator, but under your supervision, and on the basis set forth in this letter.

8. The University would be an independent contractor in performance of the work and neither it nor any investigator would be the agent or representative of Monsanto.

If you agree to the above, please sign and return one copy of this letter to me. This letter will then constitute the agreement between New York University and Monsanto Company with respect to this work. If you have any questions, please do not hesitate to contact me. We look forward to working with your Dr. Lee, and your colleagues on this work.

Yours very truly,

Clayton F. Callis
Director, Environmental Operations
& Technology Planning

Accepted and agreed to:

NEW YORK UNIVERSITY

By _____

Date _____

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