For J. Senger

Copy of signed document as returned to Northwestern for further initially

NOV 25 1985

NORTHWESTERN MEDICAL FACULTY FOUNDATION, INC.

Study

222 East Superior Street
Chicago, Illinois 60611

File

November 18, 1985

file

James Spraul, M.D.
MONSANTO COMPANY
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

Dear Dr. Spraul:

Enclosed are the documentation and proposal for Northwestern's Epidemiological Investigation at Krummrich. A copy of the contract and budget that we have previously discussed is also enclosed. If you are in agreement with the project as outlined herein, the signed contract should be returned to Ms. Barbara Siegel, Manager, Sponsored Projects Administration, Northwestern University, 633 Clark Street, Evanston, Illinois 60201.

Sincerely,

Warren H Wallace MD

Warren H. Wallace, M.D.
Assistant Professor of Medicine, NUMS

WHW:sls
Enclosures

David Mintzer, Vice President
for Research and Dean of Science

DSW 476038.0991

STLCOPCB4043151

NORTHWESTERN UNIVERSITY
CHICAGO, ILLINOIS 60611

JAMES R. WEBSTER, JR., M.D.
ASSOCIATE CHAIRMAN,
DEPARTMENT OF MEDICINE
Wesley Pavilion-Room 296
250 E. Superior Street

THE MEDICAL SCHOOL
GILBERT H. MARQUARDT PROFESSOR
CHIEF OF MEDICINE, NMH
(312) 649-2118

# RESEARCH AGREEMENT

This Agreement is made by and between:

Monsanto, a corporation of the State of Missouri, having a business address at 800 North Lindbergh Boulevard, St. Louis, Missouri 63166 (hereinafter referred to as SPONSOR)

and

NORTHWESTERN UNIVERSITY, an Illinois corporation having a business address at 633 Clark Street, Evanston, Illinois 60201 (hereinafter referred to as NORTHWESTERN).

SUBJECT:

The purpose of this Agreement is to promote the increase of useful knowledge relating to the health status of workers with past exposures to chlorophenols, chlorphenoxy acids and their dioxin contaminants.

IT IS AGREED:

1.0 NORTHWESTERN agrees to undertake certain research (hereinafter referred to as the PROJECT) specifically described in the attached proposal (Appendix A) which by reference is incorporated into this Agreement, and such other work as may be mutually agreed upon in a duly executed amendment to this Agreement.

2.0 The PROJECT and all work assignments shall be carried out under the direction of Warren H. Wallace, M.D. (hereinafter referred to as PROJECT DIRECTOR), while employed by NORTHWESTERN, and by others (e.g., technician, graduate student, postdoctoral fellow, or faculty member, hereinafter collectively referred to as PERSONNEL), as assigned by the PROJECT DIRECTOR.

2.1 It will be the responsibility of the PROJECT DIRECTOR to supervise the scientific and administrative conduct of the project.

3.0 The ~~investigation~~ PROJECT covered by this Agreement extends for a period of 18 months, beginning on November 1, 1985 and continuing through May 1, 1987.

4.0 SPONSOR agrees to make available such equipment and space as is necessary to carry out data collection as is specified in Appendix A.

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4.1 NORTHWESTERN agrees to make available such space and equipment as is necessary to perform data analysis as specified in Appendix A.

5.0 SPONSOR agrees to pay NORTHWESTERN $1,102,545.20 plus $1,465.50 per subject examined.

5.1 SPONSOR agrees to payments as follows:

1. $350,000 upon initiation of agreement.

2. Thereafter by monthly invoice for expenses incurred as specified in the attached budget.

5.2 If subject participation in the project fails to reach 200 subjects, SPONSOR and NORTHWESTERN agree to re-negotiate payment based on reduced expenses, excluding the payment of $217,125.00 to NMFF for fixed expenses.

5.3 Payment is to be made to:

NORTHWESTERN UNIVERSITY
Attn: Manager, Sponsored Project Administration
633 Clark Street
Evanston, Illinois 60201

6.0 The PROJECT DIRECTOR shall furnish SPONSOR with written reports on the progress of the work monthly from December 1, 1985 through July 1, 1986 and on each of the following dates: October 1, 1986; December 1, 1986; March 1, 1987; and May 1, 1987.

6.1 A final report on the results of the PROJECT will be made available to the SPONSOR within 90 days of the termination date of the PROJECT (May 1, 1987), and prior to submission of the results for publication.

7.0 NORTHWESTERN and SPONSOR agree that data collected as a result of the project shall remain under the sole control of the PROJECT DIRECTOR.

7.1 NORTHWESTERN and SPONSOR agree that the PROJECT DIRECTOR and co-investigators shall retain the sole right of publication of the results of the PROJECT.

7.2 NORTHWESTERN and SPONSOR agree that NORTHWESTERN will provide a written confidential report to each PROJECT subject of the results of his or her participation in the PROJECT. Individual subject results will not be released by NORTHWESTERN without written consent of the subject. Subjects may elect (after written consent) to make their individual reports available to SPONSOR for inclusion in the subject's plant medical record.

7.3 NORTHWESTERN and SPONSOR agree that publication or other report of the results of the PROJECT will not identify individual subjects.



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8.0 NORTHWESTERN and SPONSOR agree that the PROJECT DIRECTOR and PERSONNEL are acting as employees of NORTHWESTERN and not as agents or employees of SPONSOR.

9.0 Advertising or publicity relating to the PROJECT containing any reference to NORTHWESTERN shall require prior approval of ~~NORTHWESTERN~~ OR SPONSOR such party. Responses by either SPONSOR or NORTHWESTERN to press inquiries shall follow a previously agreed-upon format.

10.0 NORTHWESTERN agrees that there shall be no change in the PROJECT DIRECTOR without prior written approval of SPONSOR.

11.0 If NORTHWESTERN is unable to fulfill the terms of this agreement, then NORTHWESTERN may terminate the agreement by giving (60) days notice to SPONSOR.

12.0 This agreement shall be binding upon and inure to the benefit of the respective parties and their successors.

13.0 This agreement shall be governed by and construed according to the laws of the State of Illinois.

14.0 The parties hereto caused this agreement to be executed by duly authorized and representatives effective as of the later date indicated below.

| SPONSOR | NORTHWESTERN UNIVERSITY |
|---|---|
| | David Mintzer |
| Name: Francis J. Fitzgerald | Name: |
| Exec. Vice President-Monsanto Co. | Vice President for Research and Dean of Science |
| Title: | Title: |
| 11/22/85 | 11/19/85 |
| Date: | Date: |

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WHW:sls
11/18/85