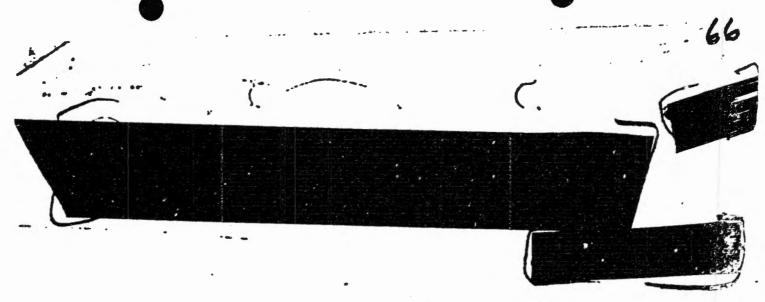
This document is made available through the declassification efforts and research of John Greenewald, Jr., creator of:

## The Black Vault



The Black Vault is the largest online Freedom of Information Act (FOIA) document clearinghouse in the world. The research efforts here are responsible for the declassification of MILLIONS of pages released by the U.S. Government & Military.

**Discover the Truth at: http://www.theblackvault.com** 



January 26, 1970

## To Mhom It May Concern:

The enclosed agreement was signed by
who is a Corporate Vice President of

Mr. office is located in the
corporate headquarters of the company at

His birthdate
and the place of birth was

has "secret" clearance from the Department of Defense. If any additional information is needed regarding this clearance, it can be obtained from Dr. who is security officer for headquarters located at the address shown above.

hereunder to the Sponsor.

Agreement Contract No.

For the cooperative study of chemicals between

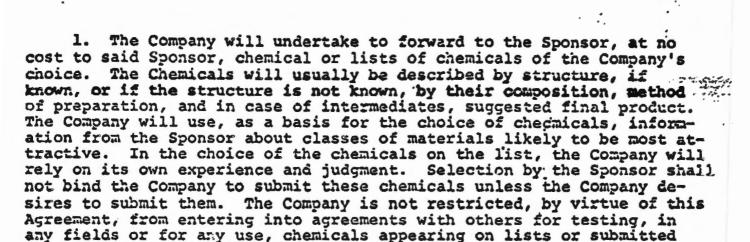


hereinafter called the Company

AND

U. S. GOVERNMENT

hereinafter called the Sponsor



- 2. The Company will plan to maintain contacts with the Sponsor in order to assure, as far as possible from the parties' collective backgrounds, that the chemicals chosen for transmittal will be those of greatest interest.
- 3. Each patentable invention which results from the work that eitherthe Sponsor or the Company may do in accordance with this Agreement shall belong to the party entitled thereto under the then applicable law.
- 4. To the extent not prohibited by law, the Company shall have a royalty-free, irrevocable, non-exclusive license under any patent which the Government may hereafter obtain in any country on any chemical submitted by the Company to the Sponsor for testing under this Agreement or on any process of manufacture or method of use of any such chemical.
- 5. The Sponsor will not, without the Company's consent, disclose the identity of any chemical or chemicals listed or submitted to the Sponsor by the Company nor will the Sponsor disclose any proprietary information given it in confidence by the Company. The Sponsor may freely discuss such chemicals or proprietary information among its personnel who need to have such knowledge but will endeavor to see that third persons do not have access to proprietary information confidentially disclosed to the Sponsor by the Company until two years after the commencement of clinical trials on the chemical in question, or until three

66

disclose, for a period of three years after the receipt of written reports or until such incommation becomes known the agh the act of any third person not obtaining the same from the Company, the results of any work which the Sponsor discloses in such reports and which is related to chemicals submitted by the Company under this Agreement; provided, however, that this obligation shall not apply to any information which, at the time of disclosure, is known to the Company, patented, disclosed in a publication, or in the public domain. Neither the Government nor the Company shall be held liable for inadvertent disclosures contrary to this provision, or to provision 5, subject to applicable security regulations, if any.

- 7. None of the above secrecy obligations shall prevent the Sponsor or the Company from filing patent applications on inventions arising from work carried out under this Agreement, nor shall such obligations prevent the Company from making disclosures inherent in, or reasonably necessary to, the obtaining of Government clearances, or approvals concerning, or the marketing of, chemicals submitted by the Company under this Agreement.
- 8. On its own initiative, and to the extent consistent with Sponsor directives, the Sponsor will report in writing to the Company the results of its tests on chemicals submitted by the Company as part of this Agreement.
- 9. The Sponsor's interest in the subject agreement is Unclassified. However, the company shall disclose Sponsor interest only if necessary in the performance of the work of this Agreement and then only if authorized in writing by the Contracting Officer of the Sponsor or unless it shall become necessary to disclose to the Patent Office, or may otherwise be required by law, or to comply with any Government Agency regulation such as Food & Drug Administration, National Institute of Health, etc.
- 10. This Agreement may be terminated by either party upon thirty day's written notice but such termination shall not affect the rights of the Company to licenses under patents obtained by the Government, as provided under provision 4 above. Such termination shall not relieve either party of any obligations herein provided.
- 11. It is understood that the Company has no control over the Sponsor's use of the chemicals or information submitted hereunder, and shall not be liable for any damages which may result from the Sponsor's use of such chemicals, or information.

AGREED:



AGREED:

