

**SYNTHESIS AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
DEPARTMENT OF CHEMISTRY
AND**

_____ (SPONSOR)

SYNTHESIS AGREEMENT between TEXAS A&M UNIVERSITY, Department of Chemistry, ("TAMU") and _____ (SPONSOR).

WHEREAS, the synthesis program contemplated by this agreement is of mutual interest and benefit to TAMU and SPONSOR, and will further the instructional and investigative objectives of TAMU in a manner consistent with its status as an agency of the State of Texas, NOW, THEREFORE, the parties hereto agree as follows:

1. **STATEMENT OF WORK.** TAMU agrees to use its best efforts to perform the synthesis as follows:

_____ (hereinafter referred to as "SYNTHESIS");
_____ (hereinafter referred to as "MATERIAL").
2. **DURATION OF SYNTHESIS.** The MATERIAL will be delivered to SPONSOR by _____.
3. **PRICE AND PAYMENT.** As compensation for the performance of this AGREEMENT, the SPONSOR agrees to pay TAMU in the amount of _____. Payments shall be made to TAMU upon receipt of invoice, which said invoices for compensation, shall be sent to: _____ (SPONSOR ADDRESS)
4. **NON-DISCLOSURE.** To the extent allowed by the Constitution and laws of the State of Texas, including but not limited to Texas Government Code Chapter 552, TAMU agrees to the following limitations on disclosure:

TAMU will not disclose the results of the SYNTHESIS to any party other than SPONSOR without SPONSOR's prior written consent, except for TAMU use in appropriate patent filings, graduate student theses and scholarly publications.

Except to perform the SYNTHESIS, no rights under any of SPONSOR's or TAMU's processes, know-how, trade secrets, or patents are granted to the other party under this Agreement.
5. **LIMITATION ON USE OF MATERIAL.** TAMU will use the MATERIAL only for the SYNTHESIS and its testing pursuant to this Agreement. TAMU will not furnish the MATERIAL to any party other than SPONSOR. The MATERIAL will become the property of the SPONSOR. At the conclusion of the SYNTHESIS, TAMU will deliver the MATERIAL to the SPONSOR.
6. **ENTIRE REPRESENTATION.** The foregoing contains the full representation among the parties and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of the Agreement. No amendment or modification of this Agreement shall be effective unless set forth in writing executed by duly authorized representatives of each party. This Agreement shall be construed in accordance with the laws of the State of Texas.
7. **DISPUTE RESOLUTION.** _____ (SPONSOR) must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. Sponsor must submit written notice of a claim of breach of contract to the University Contracts Officer, TAMU.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their authorized representative.

TAMU

SPONSOR

Signature

Signature

Name & Title

Name & Title

Date

Date