

**TESTING AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
DEPARTMENT OF CHEMISTRY
AND
_____ (SPONSOR)**

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

WHEREAS, the testing 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 testing program as follows:

_____ Hereinafter referred to as "SAMPLES"

_____ Hereinafter referred to as "ANALYSIS"

2. **DURATION OF PERFORMANCE.** The ANALYSIS shall be conducted for the period:

3. **PRICE AND PAYMENT.** As compensation for the performance of this AGREEMENT, the SPONSOR agrees to pay TAMU _____.
Payments shall be made to TAMU.

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 ANALYSIS to any party other than SPONSOR. "Results" shall include the final report as well as any documents created as part of the ANALYSIS.

Except to perform the ANALYSIS, no rights under any of SPONSOR's know-how, trade secrets, or patents are granted under this Agreement.

5. **LIMITATION ON USE OF SAMPLES.** TAMU will use the samples only for the ANALYSIS pursuant to this Agreement. TAMU will not furnish the SAMPLES to any party other than SPONSOR.

The SAMPLES shall remain the property of the SPONSOR. At the conclusion of the ANALYSIS, TAMU will either dispose of the SAMPLES in accordance with applicable state and federal laws and regulations, or, upon request of SPONSOR, return the SAMPLES to SPONSOR.

6. **DISPUTE RESOLUTION.** SPONSOR must use the dispute resolution process provided 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.

7. **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.

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

TAMU

SPONSOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____