

SAMPLING AGREEMENT

Evonik Corporation ("EC") agrees to supply to the Recipient Company (University of Notre Dame) ("RECIPIENT"), such samples of

ABIL® EM 90 ("SAMPLES")

for the purpose of "**PCR Protocol**" ("EVALUATION"). The SAMPLES and PRODUCT INFORMATION SHEETS incorporate proprietary and/or confidential information of EC and/or EC's affiliated companies, and EC will supply, and RECIPIENT agrees to accept, such SAMPLES and PRODUCT INFORMATION SHEETS on the following terms and conditions:

1. EC will submit SAMPLES and PRODUCT INFORMATION SHEETS to RECIPIENT for purposes of the Evaluation only and the nature and quantities of such SAMPLES will be submitted at EC's sole discretion.
2. RECIPIENT agrees (a) not to analyze or have others analyze such SAMPLES; (b) not to allow such SAMPLES or PRODUCT INFORMATION SHEETS to be disclosed to or come into the possession of any third party; (c) to restrict the availability of said SAMPLES and PRODUCT INFORMATION SHEETS to employees who require such to assist in the EVALUATION, provided that such employees are advised of the restrictions hereunder and are required to use such SAMPLES and PRODUCT INFORMATION SHEETS only as provided herein; (d) not to use the SAMPLES, the PRODUCT INFORMATION SHEETS, or the results of the EVALUATION for any purpose other than the EVALUATION; (e) not to apply for a patent or other intellectual property right for any development, improvement, discovery and/or invention(s) resulting from the performance of the EVALUATION or which may disclose either the SAMPLES or information contained in the PRODUCT INFORMATION SHEETS, or which may restrict EC and/or its affiliates in the commercialization of their products, the SAMPLES, or PRODUCT INFORMATION; and (f) not to make available the results of the EVALUATION of such SAMPLES to third parties without first obtaining EC's prior written approval.
3. Within one (1) month following the expiration or termination of this Agreement or upon earlier written request, RECIPIENT shall promptly return any unused or noncomingled SAMPLES to EC or warrant that such SAMPLES have been destroyed in an environmentally safe manner that complies with all applicable statutes and regulations.
4. Nothing herein shall be construed as conferring in RECIPIENT, or in any third party, by implication, estoppel or otherwise any right, title or interest in, or any license under, any patent, patent application, know-how, copyright, trademark, trade secret or other proprietary right either now or subsequently owned by EC or by any of EC's affiliated companies.
5. NEITHER EC ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION OR WARRANTY (AND NONE SHALL BE IMPLIED) AS TO, AND NONE OF THEM SHALL HAVE ANY LIABILITY WITH RESPECT TO, THE ACCURACY, COMPLETENESS, USEFULLNESS, EFFICACY, PATENTABILITY, SAFETY, CHARACTERISTICS, PROPERTIES, OR ANY OTHER ASPECT OF, RELATING TO, OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY SAMPLES OR PRODUCT INFORMATION SHEETS. Information provided by EC on the PRODUCT INFORMATION SHEETS, or on handling, storage, disposal, and toxicity of SAMPLES is believed to be correct when made, but EC gives no assurance that such information is correct or accurate. Any possession or use of the Samples or PRODUCT INFORMATION SHEETS shall be