

**TESTING AGREEMENT  
BETWEEN THE  
CENTER FOR CHEMICAL CHARACTERIZATION & ANALYSIS  
AND**

TESTING AGREEMENT between TEXAS A&M UNIVERSITY, for the CENTER FOR CHEMICAL CHARACTERIZATION & ANALYSIS, ("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: Neutron Activation Analysis Services (hereinafter referred to as "ANALYSIS") will be performed as requested by SPONSOR on various materials (hereinafter referred to as "SAMPLES") supplied by SPONSOR. TAMU will provide a written report of such analyses. Sponsor is hereby granted a sublicensable, transferable, and perpetual license to copy, modify and distribute such written report.
2. **DURATION OF PERFORMANCE.** The ANALYSIS shall be conducted for the period September 1, 2009 - August 31, 2010.
3. **PRICE AND PAYMENT.** As compensation for the performance of this AGREEMENT, the SPONSOR agrees to pay TAMU as per attached Appendix D of NAA User Guide. Payments shall be made to TAMU upon receipt of invoice (net 30), which said invoices for compensation, shall be sent to:
  
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. **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.** The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and SPONSOR to attempt to resolve any claim for breach of contract made by SPONSOR that cannot be resolved in the ordinary course of business. SPONSOR shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of TAMU, who shall examine SPONSOR's claim and any counterclaim and negotiate with SPONSOR in an effort to resolve the claim.

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

TAMU  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

SPONSOR  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## Elemental Analysis Laboratory

Effective September 1, 2009

### Charge Schedule

### Appendix D

Analysis Type/Number of Samples	Total Project Cost					
	1	2 or 3	4 or 5	6 or 7	8 or 9	10+ (/sample)
<b>Ptube (Short Lived, One Element)</b>						
Univ Price w/o neutron subsidy	\$305	\$315	\$380	\$450	\$500	\$55
Univ Price w neutron subsidy	\$25	\$35	\$60	\$15/per	\$15/per	\$15
Outside Price	\$615	\$795	\$1,065	\$1,300	\$1,500	\$160
<b>Ptube (Additional Element)</b>						
Univ Price w/o neutron subsidy	\$65	\$75	\$85	\$15/per	\$15/per	\$15
Univ Price w neutron subsidy	\$20	\$30	\$10/per	\$10/per	\$10/per	\$10
Outside Price	\$160	\$210	\$250	\$300	\$350	\$40
<b>Ptube (Multielement, One Std)</b>						
Univ Price w/o neutron subsidy	\$360	\$390	\$440	\$480	\$550	\$65
Univ Price w neutron subsidy	\$30	\$40	\$15/per	\$15/per	\$15/per	\$15
Outside Price	\$760	\$1,000	\$1,270	\$1,500	\$1,700	\$190
<b>Long Irrad (Single Element)</b>						
Univ Price w/o neutron subsidy	\$875	\$905	\$935	\$975	\$1,000	\$105
Univ Price w neutron subsidy	\$55	\$85	\$115	\$20/per	\$20/per	\$20
Outside Price	\$1,280	\$1,310	\$1,510	\$1,700	\$1,800	\$185
<b>Long Irrad (Additional Element)</b>						
Univ Price	\$40	\$50	\$15/per	\$15/per	\$15/per	\$15
Outside Price	\$95	\$140	\$190	\$250	\$300	\$35
<b>ICP-MS Hourly Charge</b>						
Univ Price	\$25					
Outside Price	\$35					
<b>XRF Hourly Charge</b>						
Univ Price	\$15					
Outside Price	\$25					

Analysis Type/Number of Samples	Total Project Cost					
	1	2 or 3	4 or 5	6 or 7	8 or 9	10+ (/sample)
<b>Long Irrad (Multielement, One Std)</b>						
Univ Price w/o neutron subsidy	\$895	\$940	\$975	\$1,000	\$1,050	\$110
Univ Price w neutron subsidy	\$75	\$115	\$155	\$30/per	\$30/per	\$30
Outside Price	\$1,475	\$1,660	\$1,945	\$2,100	\$2,300	\$245
<b>Full Multielement Analysis</b>						
Univ Price w/o neutron subsidy	\$1,205	\$1,265	\$1,415	\$1,500	\$1,600	\$165
Univ Price w neutron subsidy	\$100	\$160	\$215	\$290	\$45/per	\$40
Outside Price	\$1,925	\$2,200	\$2,660	\$3,000	\$3,200	\$355
<b>FNAA (Oxygen)</b>						
Univ Price	\$120	\$210	\$280	\$340	\$50/per	\$50
Outside Price	\$380	\$550	\$705	\$860	\$1,000	\$110
<b>FNAA (Other Element)</b>						
Univ Price	\$150	\$240	\$365	\$500	\$600	\$65
Outside Price	\$420	\$675	\$925	\$1,200	\$1,400	\$160
<b>Gamma Spectroscopy</b>						
Univ Price (Price per count period)	\$10	\$10	\$15	\$15	\$25	\$25
Outside Price (Price per count period)	\$60	\$60	\$65	\$70	\$75	\$80
<b>University NAA (Equip Use Only)</b>						
Univ Price	\$50	\$80	\$25/per	\$20/per	20/per	\$20
Univ Sponsored Price	\$235	\$265	\$335	\$380	\$420	\$45

REACTOR COSTS: Reactor irradiation charges make up a significant part of the overall cost of NAA. The charges shown covers all irradiation costs. Because of the high cost of the reactor irradiations, it is suggested that samples submitted for an analysis that requires a reactor irradiation be grouped in lots of at least three or more

RUSH SERVICE: Analyses are routinely completed as quickly as possible after receipt of sample materials. Turn-around time often depends most on the particular element of interest and sample matrix. However, from time to time sample loads can cause delays. We therefore offer a "RUSH" service for 50% increase in charge which will place the project at the first of the line.

Volume Discount: Samples received in lots of 100 or more will be billed at a 5% reduction in cost.