

APPENDIX A

Additional Terms and Conditions of the American Chemical Society Petroleum Research Fund Grants

1. The proposal shall be incorporated by reference in this agreement and considered as a part hereof. Conditions or terms specifically set forth in this agreement shall supersede similar conditions and terms in the proposal incorporated herein. None of the conditions or terms set forth in this agreement may be waived, altered, or modified except by a written instrument signed by both the American Chemical Society and the grantee institution.

2. The Agreement of Transfer of Trust creating the American Chemical Society Petroleum Research Fund (Transfer Agreement), dated October 25, 2000, wherever applicable, and more specifically subsections (d), (e), and (f) of Article SECOND thereof shall be complied with by the grantee institution. The reports required by said subsection (d), the publications required by said subsection (e), and a certified copy of any instrument of dedication required by said subsection (f) of said Article SECOND shall be submitted to the American Chemical Society by the grantee institution. A copy of said Transfer Agreement is attached hereto, is incorporated by reference, and wherever applicable shall be binding upon both the American Chemical Society and the grantee institution.

3. In order to comply with the precise requirements of subsection (e) of said Article SECOND of the Transfer Agreement, each report made by the principal investigator (or principal investigators) and each publication prepared in connection with this grant, shall acknowledge the support of this research to the Donors of the American Chemical Society Petroleum Research Fund in the following manner:

“Acknowledgment is made to the Donors of the American Chemical Society Petroleum Research Fund for support (or partial support) of this research.”

4. The approval of the proposal for the period indicated in this agreement shall not be considered or construed as obligating the American Chemical Society to approve any further proposal for a continuation of this study beyond the close of the said period or any grant-in-aid above and beyond the sum stipulated in the agreement between the parties. This paragraph shall not be interpreted, however, as prohibiting the grantee institution, if the circumstances appear to it to be proper, from submitting a proposal for a continuation of the study after the period provided for herein together with a request for a further grant-in-aid, subject to evaluation by the Advisory Board of the American Chemical Society Petroleum Research Fund and action on said Advisory Board's recommendation by the Board of Directors of the American Chemical Society.

5. This grant is also conditioned upon agreement by the grantee institution that in the event the principal investigator is (or principal investigators are) unable for any reason to conduct the research proposed, the grant shall be terminated forthwith and the unexpended balance of any funds theretofore advanced up through the date of termination, excluding all non-cancelable obligations, shall be returned to the Society and no additional funds shall be advanced by the Society. Termination and refund will not be obligatory as long as one principal investigator remains to direct the research proposed jointly by two or more principal investigators.