

Federal Award

Log Number 1938/08

Sub-Contract Routing / Monitoring

Sub - Account 470156

Prime Account 405289

System Part TAES 06 / TCE 07

Start Date 10-1-07

End Date 3-31-11

Amount \$174,290.00

Sub-recipient Name TEXASTECH UNIV.

Mailing Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E - mail \_\_\_\_\_

PI / Dept DR. BALTENSPERGER,  
SCSC

CO-PI / Dept \_\_\_\_\_

**PART I: Routing**

- 1) Diane Tanner/C&G \_\_\_\_\_ / \_\_\_\_\_
- 2) Danielle Curtice/C&G \_\_\_\_\_ / \_\_\_\_\_
- 3) Bill Hawke/C&G WPH
- 4) Diane Gilliland/RA DA
- 5) Sheila Hawley/C&G \_\_\_\_\_

1. Subcontract Summary contains required information and Sub-recipient notified of requirements:

Sub-contract Summary Contains:	Y/N	Sub-recipient Notified of Requirements:	Y/N
CFDA Title		Applicable Federal Laws	<u>N/A</u>
CFDA Number	<u>N/A</u>	Applicable Regulations	<u>N/A</u>
Award Name		Contract Provisions / Grant Agreements	<u>Y</u>
Award Number	<u>N/A</u>	Supplemental Requirements	
Award Year	<u>Y</u>	FDP Award	
R & D Award		Budget	
Name of Federal Agency	<u>N/A</u>		
Name of Pass Through Entity	<u>Y</u>		

2.  Sub-recipient aware of requirement to grant access permission for Pass Through Entity and auditors to records and financial statements

3.  Copy of Prime Agreement forwarded to sub-recipient

**SCANNED IN**  
 NOV 16 2009  
 Acct. #470156 Agreement  
 1008ta05

Scan To: TAES/SCSC/

Label Document: 470156-AGREEMENT

Withhold as highlighted  
under § 552.101 w/ 51.914 Educ Code

**EXHIBIT**  
 B

**PART II: Monitoring**

4. OMB Circular A-133 Audit requirements met for Fiscal Year \_\_\_\_\_
- a.  Audit Compliance Certification completed and on file
  - b.  Date Information Received \_\_\_\_\_
  - c.  Source Document Used/included in file (ie: Audit Report)
    - 1.)  Single Audit Report
    - 2.)  Program Specific Audit Report
    - 3.)  Exempt (annotated on certification item 4a)

N/A  
PRIVATE  
INDUSTRY  
SPONSOR

5. ~~N/A~~ Agriculture Department Pass Through - Form AD 1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transactions Completed and on file

6. When Audit Findings Exist:
- a.  Management decision issued on findings within six months of Audit report
  - b.  Corrective action:
    - 1.)  Identified
    - 2.)  Implemented
    - 3.)  Tracked
    - 4.)  Completed

7. Risk Assessment Conducted: Yes / No

8. Risk Category Designated: High / Low MEDIUM

9. Special Conditions Exist: Yes / No (Summary of Special Conditions)  
REVIEW INVOICES AND RELATED SUPPORTING DOCUMENTATION TO MONITOR FOR ALLOWABILITY AND ALLOCABILITY

- a.  Additional financial reporting may be obtained in certain circumstances.
- b.  Technical assistance.
- c.  Payment on a reimbursement basis.
- d.  Establishing additional prior approvals.
- e.  Withholding payments until grant conditions are met.

10. Additional Monitoring Required: Yes/No (Summary of Additional Monitoring)  
\_\_\_\_\_  
\_\_\_\_\_

11. Sub-recipient notified of:
- a.  Nature of Special Conditions
  - b.  Reasons for imposing Special Conditions
  - c.  Corrective actions which must be taken and time allowed for completion
  - d.  Method for requesting reconsideration of conditions/restrictions imposed

Date: 6/27/08

**Risk Assessment**

Organization Name: Texas Tech University

Type: State

Award Amount: \$ 174,290.00

Review of Single Audit: SAR for FY 07 Electronic copy on file

**I. Checklist**

1.  Evidence of poor financial stability (i.e., insolvency or threat of insolvency).
  - a. State Comptroller's office list of delinquent businesses
  - b. Internet/public information query (Excluded Parties List System/Dun & Bradstreet)
  - c. Other: \_\_\_\_\_
2.  Inexperience such as may occur in newly formed organizations or in those which have not previously received Federal grants.
  - a. Disclosure from the sub-contracted agency
  - b. Corporate profile if available
3.  Financial dependence on Federal support (i.e. 80% or more of the organization's revenues are expected to be derived from Federal awards in the forthcoming year).
  - a. Disclosure from the sub-contracted agency
  - b. Corporate profile
4.  Serious deficiencies in program or business management systems.
5.  A history of unsatisfactory performance, material violations of grant terms, or large cost disallowances on previous awards from the same or other Federal programs.
  - a. As evidenced by previous audits/reports
  - b. Principal Investigator Comments
  - c. Invoicing Process (Timely/Expense Detail Accurate & Complete/On budget)
  - d. Other: \_\_\_\_\_

**II. Results/Comments:** Review of SAR for FY 07 revealed two instances of material non-compliance for Texas Tech. One non-compliance issue was related to allowable costs and the second issue was related to versification of parties who are suspended and debarred.  
Risk Level: Medium

**III. Additional monitoring required:** Yes

**IV. Special grant or sub-grant conditions for "high-risk" grantees.**

1. Special conditions or restrictions may include:
  - a.  Payment on a reimbursement basis.
  - b.  Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period.
  - c.  Requiring additional, more detailed financial reports; (support documentation accompanying invoices for payment of sub-recipient services).
  - d.  Additional project monitoring.
  - e.  Requiring the sub-grantee to obtain technical or management assistance.
  - f.  Establishing additional prior approvals.
  - g.  Withholding payment until terms of agreement are met.

Note: If Special Conditions imposed notify sub-grantee as early as possible, in writing, of:

1. The nature of the special conditions/restrictions;
2. The reason(s) for imposing them;
3. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and
4. The method of requesting reconsideration of the conditions/restrictions imposed.

June 23, 2008

Jay B. McMillen, Assistant Director  
Office of Research Services  
Texas Tech University  
203 Holden Hall  
Lubbock, TX 79409-1035  
(806) 742-3884

**SUBJECT: Research Subcontract No. 470156  
Dr. David Baltensperger, our PI**

Dear Dr. McMillen:

Enclosed please find two execution copies of Subcontract No. 470156. This subcontract is under the prime agreement from Chevron Technology Ventures, LLC and is entitled "*Environmental and Economic Assessment of* [REDACTED] and is in the amount of \$174,290.00; with a period of performance from 10/1/07-3/31/11. If additional project funds are made available to Dr. Dick Auld they will be added to this subcontract by amendment.

[ ]  
Release

If you approve the terms of the subcontract, please have the authorized representative sign both copies of the agreement. **Return both partially executed copies of the subcontract for our use to:**

Texas AgriLife Research  
Contracts and Grants  
2147 TAMU  
College Station, TX 77843-2147.

If you have any questions, please contact Bill Hawke at (phone) 979-458-4682, (fax) 979-862-7775, or (e-mail) [WPHawke@ag.tamu.edu](mailto:WPHawke@ag.tamu.edu). We appreciate the opportunity for cooperative research and trust the results will be mutually beneficial. If we can be of further assistance, please let us know.

Sincerely,

  
For Diane M. Gilliland  
Assistant Director for Research Administration  
Texas AgriLife Research

DMG/wph  
Enclosures

cc: Dr. David Baltensperger  
Dr. Travis Miller  
Pam Wilhelm; File: 470156

Contracts and Grants, 2147 TAMU, College Station, Texas 77843-2147  
Tel. 979.845.4781 Fax. 979.862.7775 <http://AgriLifeServices.tamu.edu>

*RESEARCH SUBCONTRACT 470156*

*SUBCONTRACT BETWEEN*

**Texas AgriLife Research**

**and**

**Texas Tech University**

Research P.I. Dr. David Baltensperger  
Prime Sponsor: Chevron Technology Ventures, LLC  
Prime Agreement No. N/A  
CFDA #: N/A  
Contract Term-Begin: October 1, 2007  
End: March 31, 2011  
Subcontract Amount: \$174,290.00  
Cost Sharing Requirement: \$0

Project Title:

[Environmental and Economic Assessment of] *release [ ]*  
[Breeding and  
Testing, [Breeding and Testing,  
[Development]

Subcontractor's P.I.

Dr. Dick Auld

## SUBCONTRACT

between

**Texas AgriLife Research  
of The Texas A&M University System**

and

**Texas Tech University**

This subcontract is entered into by and between The Texas A&M University System, Texas AgriLife Research (Contractor) and Texas Tech University (Subcontractor), each a "Party" and collectively, "Parties" to this Agreement.

### WITNESSETH THAT:

WHEREAS, Chevron Technology Ventures, a division of Chevron U.S.A. Inc. ("CTV"), located at 3901 Briarpark Drive, Houston, Texas 77042, desires to contribute to the advancement of science, technology and higher education by providing funding for research projects of interest to CTV's business. CTV may desire to use the results of such research projects in CTV's business;

WHEREAS, Contractor, a member of The Texas A&M University System and an agency of the State of Texas located in College Station, Texas conducts basic and translational research for the benefit of consumers and the agricultural industry.

WHEREAS, the Contractor has undertaken certain research for CTV and is a party to an agreement (Attachment A) made with CTV effective October 1, 2007 ("Prime Agreement");

WHEREAS, the Subcontractor represents that it is ready, willing and able to conduct a portion of research and agrees that all applicable provisions and requirements of the Prime Agreement will flow down to Subcontractor,

NOW THEREFORE, in consideration of the premises as well as the obligations made herein and undertaken, the parties hereto mutually agree as follows:

#### 1. Definitions

1.1 "Intellectual Property" means any Inventions, improvements and discoveries, including all computer software, works, material and data, whether or not protectable by patent, trade secret or copyright.

1.2 "Background IP" means any Intellectual Property existing prior to or outside the scope of this Agreement.

1.3 "Project Results" means (a) any tangible item, such as a document (in any recorded form), a computer program, a database or knowledge base, or a piece of equipment and (b) any intangible item such as data, information, ideas and concepts disclosed to either Party whether or not patentable arising from any stage of a Research Project.

1.5 "Research Project" means a the project described in Exhibit 1.

1.6 "Contractor Personnel" means any student, faculty member or other person employed by Contractor, The Texas A&M University System or any of its members.

1.7 "Affiliate" means with respect to a Party, any entity that controls, is controlled by, or is under common control with such Party.

1.8 "Contractor Intellectual Property" ("Contractor Alliance IP") means Intellectual Property Invented by Contractor in the scope and course of the performance of the Research Project .

1.9 "Subcontractor Personnel" means any employee of Subcontractor or any Subcontractor affiliate.

1.10 "Project IP" means all Intellectual Property Invented in the scope and course of the performance of the Research Project. Project IP does not include Background IP and any Intellectual Property created after the termination of this Agreement.

1.11 "Joint Intellectual Property" ("Joint IP") means Intellectual Property invented by both Subcontractor Personnel and Contractor Personnel in the scope and course of the performance the Research Project.

#### ARTICLE I - Statement of Work

*[ ] Release*

Subcontractor shall perform the effort as set forth in its scope of work which includes effort on the [REDACTED] "Testing and Development" project and effort on the [REDACTED] "Breeding and Testing" project. The scope of work is incorporated herein and attached hereto as Attachment A.

#### ARTICLE II - Period of Performance

This contract shall commence effective October 1, 2007 and terminate on March 31, 2011.

#### ARTICLE III - Compensation

Subcontractor shall be compensated its actual costs incurred, up to a maximum reimbursable amount of One Hundred Seventy Four Thousand Two Hundred Ninety Dollars (\$174,290.00).

It is understood that there is no obligation on the part of the Contractor to reimburse costs in excess of the aforementioned sum. Subcontractor may submit an invoice monthly for reimbursable expenses after the subcontract has been signed.

Invoices should be submitted to: Dr. David Baltensperger  
Soil and Crop Sciences Department  
Texas A&M University  
TAMUS 2474  
College Station, Texas 77843-2474

Funds for this project are provided by Chevron Technology Ventures, LLC; therefore, in no event shall the Contractor be liable to the Subcontractor for payment of funds not provided by Chevron Technology Ventures, LLC.

#### ARTICLE IV - Applicability of Terms and Conditions

It is the intent of the parties that this agreement shall not contain anything inconsistent with or contrary to the provisions that may be set forth in the Prime Agreement made effective October 1, 2007.

Subcontractor further agrees (1) to provide, upon request, additional documentation in support of reports and/or billing; and (4) to refund any disallowances resulting from the audit of the Prime Agreement made effective October 1, 2007.

#### ARTICLE V - Termination

Either party may terminate this subcontract upon thirty days (30) written notice. Upon termination, Subcontractor will be reimbursed as specified in Article III for all costs and non-cancelable commitments incurred in the performance of the research up to the termination date, such reimbursement not to exceed the total estimated cost specified in Article III.

#### ARTICLE VI - Conflict of Interest

Subcontractor represents and certifies that neither Subcontractor nor any of its key personnel have a conflict of interest, as defined in federal regulations, which would impact in any way on the work contemplated in Attachment B.

#### ARTICLE VII - Intellectual Property

##### Research Project Participants.

Subcontractor will only permit Subcontractor Personnel to work on the Research Project, except for Contractor Personnel identified in the Research Project. Subcontractor will ensure that all Subcontractor Personnel associated with the Research Project have been made fully aware of Subcontractor's obligations under this Agreement and the Research Project. Subcontractor has in place or will obtain written agreements respecting ownership of patentable intellectual property with all Subcontractor Personnel associated with a Research Project sufficient to enable Subcontractor to meet Subcontractor obligations to the Contractor under this Agreement.



## Confidential Information

### Contractor Confidential Information.

Contractor may from time to time disclose confidential information to Subcontractor and/or Subcontractor Personnel in connection with a Research Project. Subcontractor and Subcontractor Personnel will use such information only for a Research Project and will protect the information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the information as Subcontractor and Subcontractor Personnel use to protect Subcontractor's own confidential information of like nature.

Subcontractor's obligation (and the obligation of Subcontractor Personnel) to keep Contractor's, information confidential will expire five years after the date the information was disclosed.

### Subcontractor Confidential Information

Subcontractor or Subcontractor Personnel may from time to time disclose confidential information to Contractor in connection with a Research Project. Contractor and Subcontractor Personnel will use such information only for a Research Project and will protect the information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the information as Contractor and Contractor Personnel use to protect Contractor own confidential information of like nature.

In connection with Subcontractor's Rights in Data and Publication, as further discussed below, all parties agree to treat submitted copies of proposed publications as Confidential Information, subject to protection as stated above.

Contractor may share Subcontractor's confidential Information with CTV under the confidentiality terms of the Prime Agreement.

Subcontractor's obligation (and the obligation of Subcontractor Personnel) to keep all Parties information confidential will expire five years after the date the information was disclosed.

### Terms Applicable to Confidential Information of Contractor, and Subcontractor

The obligation to keep information of all Parties confidential will only extend to confidential information that (a) is marked as confidential at the time of disclosure, or (b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure and designated as confidential in a written memorandum within thirty (30) days of disclosure, summarizing the confidential information sufficiently for identification.

Contractor and Contractor Personnel may communicate any confidential information received under this Agreement to other Contractor affiliates or Contractor divisions that have a need to know to perform the purpose of this Agreement.

A recipient of any Party shall be relieved of any breach of confidentiality obligations for any information that is (a) in the public domain at the time of disclosure, (b) known by the recipient prior to disclosure, (c) is independently developed by the recipient without use of the confidential information, (d) rightfully received from a third party without obligation of confidentiality to the other Party, or (e) the subject of any order of a court of competent jurisdiction that requires disclosure, but only to the extent that is legally required to comply with such court's order, or (f) is required by law to be disclosed.

In furnishing any information hereunder, the disclosing Party makes no warranty, guarantee, or representation; either expressed or implied, as to adequacy, accuracy, sufficiency or freedom from defects or that the use or reproduction of any information shall be free from any patent, trade secret, trademark or copyright infringement. The disclosing Party shall not be liable in damages of whatever kind nor for any costs, expenses, risks, or liabilities as a result of the other Party's receipt or use of, or reliance on, any such information furnished hereunder.

#### Rights in Data and Publication

Subcontractor, with Contractor's prior written consent, shall have the right to publish and disseminate information derived from the Research Project.

Subcontractor shall furnish Contractor with a copy of any proposed publication sixty (60) days in advance of the proposed publication date. Contractor may request Subcontractor to delay publishing such proposed publication for a maximum of an additional one hundred eighty (180) days in order to protect the potential patentability of any inventions described therein. Such delay shall not, however, be imposed on the filing or publication of any student thesis dissertation. Failure to respond within sixty (60) days shall constitute de facto agreement of Contractor that no delay in publication is necessary.

Each Party will acknowledge the contributions of the other in any publication, as scientifically and professionally appropriate.

#### Background IP

Prior to executing this Agreement, Subcontractor will notify Contractor of any Background IP that may be relevant to the Research Project that Relevant Subcontractor Personnel know about. "Relevant Subcontractor Personnel" means the Principal Investigator and personnel under his/her direction in the Research Project or in administrative matters relating to the Research Project. If at any time during a Research Project, Relevant Subcontractor Personnel become aware of any such Background IP, Subcontractor will promptly notify Contractor thereof.

Subcontractor shall not bring a cause of action against Contractor, CTV or CTV's Affiliates for practicing Project IP that Contractor has either exclusively or nonexclusively licensed to CTV or CTV's Affiliates based upon Contractor Background IP that was either inadvertently or intentionally omitted from the notification required in this section.

#### Inventions and Software

Duty of Disclosure. Subcontractor will require its personnel who work on a Research Project promptly to disclose to Subcontractor all Intellectual Property invented by such personnel in the course of performing the Research Project.

Project Review Meetings. At the conclusion or termination of the Research Project, but in no event less often than twice a year annually. Subcontractor will prepare a summary report of all inventions and software arising from the Research Project and not considered in any previous summary report along with a list of the corresponding inventors' names for each invention. Each item on the list will be identified as either Joint Intellectual Property or Subcontractor Intellectual Property according to whether it was created jointly by Subcontractor Personnel and Contractor Personnel or solely by Subcontractor Personnel, respectively.

Ownership of Intellectual Property. Title and ownership to all Project IP (including but not limited to patents, copyrights, trademarks, confidential information and trade secrets on inventions shall reside in the Subcontractor. If the Project IP is Joint IP it shall be jointly owned by both Parties.

Grant of Rights. Subcontractor hereby grants to Contractor an exclusive, worldwide right and license to Project IP and its interest in Joint IP to make, have made, use, sell, offer for sale, have used, further develop and import under patent rights, and rights to reproduce, prepare derivative works, distribute copies, perform publicly or display publicly in the case of copyrighted work, to the extent such rights may lawfully be granted to such Project IP and products and technology derived from such Project IP and to extend such rights and license to others under a separate sublicense of the same scope. This license is subject to the terms set forth in this section, below:

Obligations to CTV. The license granted under this Article from Subcontractor to Contractor shall be used solely to meet its obligations to CTV under the Prime Agreement, and shall not be used to grant licenses to others not identified in the Prime Agreement.

Consideration for Grant of Rights. Contractor will share with Subcontractor a portion, to be determined through good-faith negotiations between the Parties with regard to the relative contributions of each Party to licensed intellectual property, of all Net License Revenue Contractor receives under any license for Project IP or Joint IP to CTV. "Net License Revenue" means gross license revenue minus a 15% license administration fee minus any amount spent by Contractor in securing patent protection.

Research Use of Project Results. Subject to Project IP, all parties may use any and all Project Results, free of charge, for their own internal use, internal research, testing and teaching purposes. Subject to other terms of this Agreement, no Party will grant any future license to any third party that would conflict with any such use.

Non-protected Project Results. All Parties may as they desire exploit any Project Results that are not protected by any patent, copyright or other legally enforceable intellectual property right, provided that no Party will disclose or exploit the other's confidential information without permission, in writing, from the other Party.

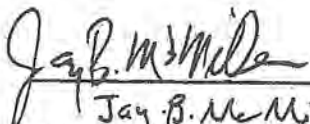
#### ARTICLE VII - Renewal of Subcontract


The renewal of this subcontract will be contingent upon continued funding by Chevron Technology Ventures, LLC.

WHEREFORE, the parties have caused this agreement to be executed as set forth below.

SUBCONTRACTOR  
Texas Tech University

CONTRACTOR  
Texas AgriLife Research  
Texas A&M University System

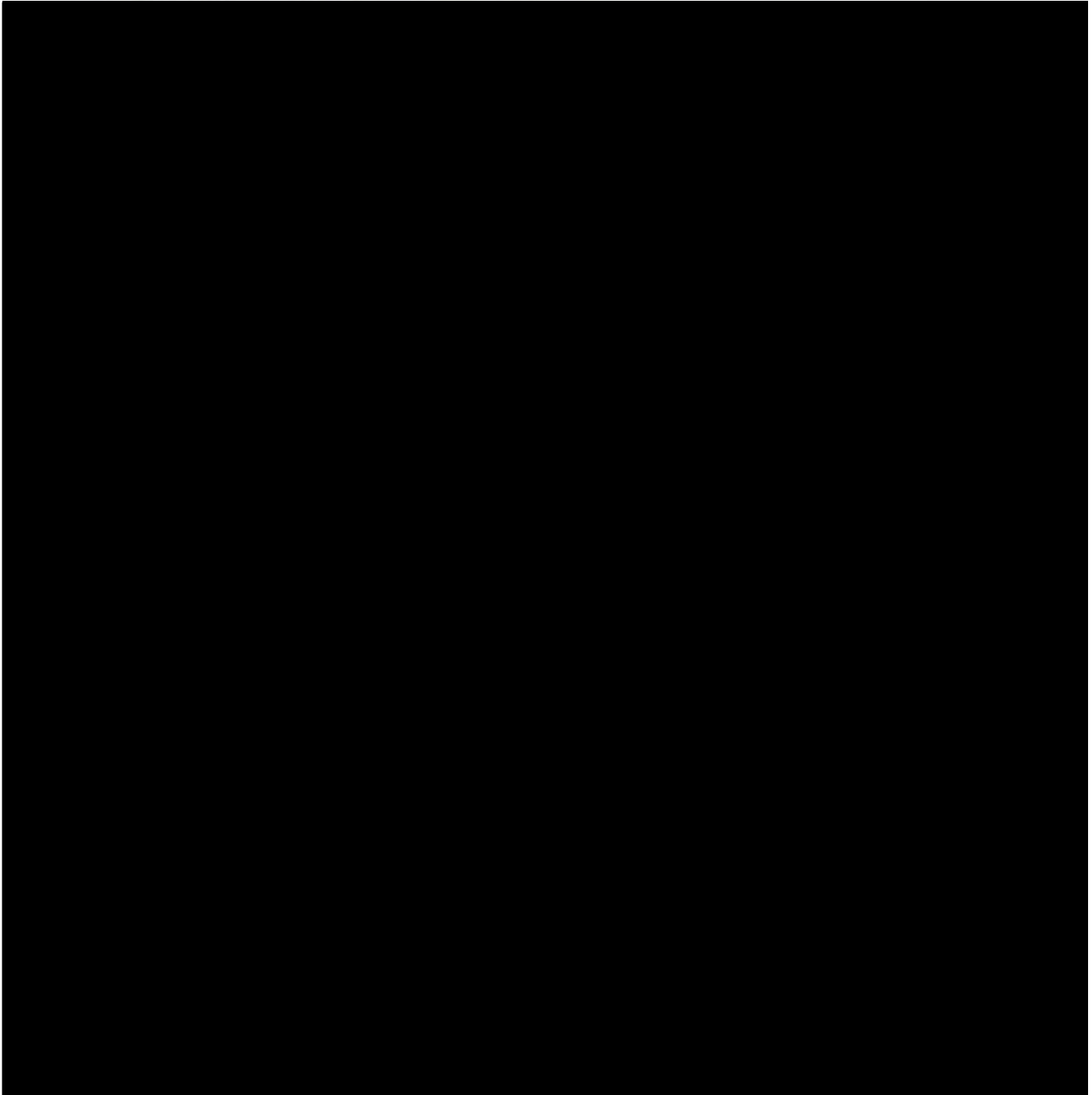
  
Jay B. McMillen  
Title Ass't. Dir., Research  
Date 6/29/2008

  
Dr. Mark A. Hüssey  
Director, Texas AgriLife Research  
Date 6-30-08

## Attachment B

Scope of work for Dr. Dick Auld, Texas Tech University on the Chevron Technology Ventures Contract for the Identification and Enhancement of Texas Oilseed Crops for [REDACTED]

Dr. Auld is an investigator in two of five projects in the Chevron Oilseeds contract [REDACTED] Testing and Development project and the [REDACTED] Breeding and Testing project. His scope of work on these projects will include:



Annual Budget Summary			
Proposal Budget			
Project title:		[Redacted] Breeding Project07	
Budget Period Start:	April 15, 2008	Budget Year	1
Budget Period End:	April 14, 2009		
Revision Date:	4/11/08 10:28 AM		
Submitted by:			
Texas Tech University		Plant and Soil Science	
Principal Investigator/Project Director			Budget Period Totals
Dick Auld			
A. Salary Senior Personnel			7,380
B. Salary Other Personnel			4,998
Other Professional Staff			-
Other (Unallocated)			-
Graduate Students			-
Undergraduate Students			4,998
Subtotal, Salaries and Wages (A + B)			12,378
C. Fringe Benefits			1,739
Total Salaries, Wages, and Fringe Benefits (A + B + C)			14,117
D. Capital Acquisitions (excluded from MTDC)			-
E. Total Travel			1,861
Domestic Travel			1,861
Foreign Travel			-
F. Participant Support Costs (excluded from MTDC)			-
G. Other Direct Costs			
1 Materials and Supplies			4,500
2 Publication Costs/Documentation/Dissemination			-
3 Subawards subject to F&A rate			-
4 Subawards not subject to F&A rate (excluded from MTDC)			-
5 Graduate Tuition and Fees (excluded from MTDC)			-
6 Other costs, subject to F&A rate			-
7 Professional Service Agreements, subject to F&A rate			-
8 Other costs, not subject to F&A rate (excluded from MTDC)			-
Subtotal, Other Direct Costs			4,500
H. Total Direct Cost			20,478
I. Modified Total Direct Cost			20,478
(Total Direct Costs less Capital Acquisitions, Participant Costs, Amount of Subawards >\$25K, Graduate Tuition and Fees, and Other, not subject to F&A)			
J. Facilities & Administrative (F&A) Cost Rate			46.50%
K. F&A Cost Basis	Modified Total Direct Cost		20,478
L. Facilities & Administrative Costs (Cost Rate * Cost Basis)			9,522
M. Total Budget Period Costs (Direct + F&A)			\$ 30,000

Annual Budget Summary			
Proposal Budget			
Project title:	[REDACTED] Breeding Project 08		
Budget Period Start:	April 15, 2009	Budget Year	1
Budget Period End:	April 14, 2010		
Revision Date:	4/11/08 10:29 AM		
Submitted by:			
Texas Tech University		Plant and Soil Science	
Principal Investigator/Project Director			Budget Period Totals
Dick Auld			
A. Salary Senior Personnel			-
B. Salary Other Personnel			5,000
Other Professional Staff			-
Other (Unallocated)			-
Graduate Students			-
Undergraduate Students			5,000
Subtotal, Salaries and Wages (A + B)			5,000
C. Fringe Benefits			50
Total Salaries, Wages, and Fringe Benefits (A + B + C)			5,050
D. Capital Acquisitions (excluded from MTDC)			-
E. Total Travel			776
Domestic Travel			776
Foreign Travel			-
F. Participant Support Costs (excluded from MTDC)			-
G. Other Direct Costs			
1 Materials and Supplies			1,000
2 Publication Costs/Documentation/Dissemination			-
3 Subawards subject to F&A rate			-
4 Subawards not subject to F&A rate (excluded from MTDC)			-
5 Graduate Tuition and Fees (excluded from MTDC)			-
6 Other costs, subject to F&A rate			-
7 Professional Service Agreements, subject to F&A rate			-
8 Other costs, not subject to F&A rate (excluded from MTDC)			-
Subtotal, Other Direct Costs			1,000
H. Total Direct Cost			6,826
I. Modified Total Direct Cost			6,826
(Total Direct Costs less Capital Acquisitions, Participant Costs, Amount of Subawards >\$25K, Graduate Tuition and Fees, and Other, not subject to F&A)			
J. Facilities & Administrative (F&A) Cost Rate			46.50%
K. F&A Cost Basis	Modified Total Direct Cost		6,826
L. Facilities & Administrative Costs (Cost Rate * Cost Basis)			3,174
M. Total Budget Period Costs (Direct + F&A)			\$ 10,000

Annual Budget Summary			
Proposal Budget			
Project title:	[REDACTED] Breeding Project09		
Budget Period Start:	April 15, 2009	Budget Year	1
Budget Period End:	April 14, 2010		
Revision Date:	4/11/08 11:06 AM		
Submitted by:			
Texas Tech University		Plant and Soil Science	
Principal Investigator/Project Director			Budget Period Totals
Dick Auld			
A. Salary Senior Personnel			7,380
B. Salary Other Personnel			5,000
Other Professional Staff		-	
Other (Unallocated)		-	
Graduate Students		-	
Undergraduate Students		5,000	
Subtotal, Salaries and Wages (A + B)			12,380
C. Fringe Benefits			1,764
Total Salaries, Wages, and Fringe Benefits (A + B + C)			14,144
D. Capital Acquisitions (excluded from MTDC)			-
E. Total Travel			1,869
Domestic Travel		1,869	
Foreign Travel		-	
F. Participant Support Costs (excluded from MTDC)			-
G. Other Direct Costs			
1 Materials and Supplies			4,465
2 Publication Costs/Documentation/Dissemination			-
3 Subawards subject to F&A rate			-
4 Subawards not subject to F&A rate (excluded from MTDC)			-
5 Graduate Tuition and Fees (excluded from MTDC)			-
6 Other costs, subject to F&A rate			-
7 Professional Service Agreements, subject to F&A rate			-
8 Other costs, not subject to F&A rate (excluded from MTDC)			-
Subtotal, Other Direct Costs			4,465
H. Total Direct Cost			20,478
I. Modified Total Direct Cost			20,478
(Total Direct Costs less Capital Acquisitions, Participant Costs, Amount of Subawards >\$25K, Graduate Tuition and Fees, and Other, not subject to F&A)			
J. Facilities & Administrative (F&A) Cost Rate		46.50%	
K. F&A Cost Basis	Modified Total Direct Cost		20,478
L. Facilities & Administrative Costs (Cost Rate * Cost Basis)			9,522
M. Total Budget Period Costs (Direct + F&A)			\$ 30,000



Annual Budget Summary			
Proposal Budget			
Project title:	[REDACTED] Breeding Project10		
Budget Period Start:	April 15, 2010	Budget Year	1
Budget Period End:	April 14, 2011		
Revision Date:	4/11/08 10:51 AM		
Submitted by:			
Texas Tech University		Plant and Soil Science	
Principal Investigator/Project Director			Budget Period Totals
Dick Auld			
A. Salary Senior Personnel			7,380
B. Salary Other Personnel			5,000
Other Professional Staff			-
Other (Unallocated)			-
Graduate Students			-
Undergraduate Students			5,000
Subtotal, Salaries and Wages (A + B)			12,380
C. Fringe Benefits			1,790
Total Salaries, Wages, and Fringe Benefits (A + B + C)			14,170
D. Capital Acquisitions (excluded from MTDC)			-
E. Total Travel			1,999
Domestic Travel			1,999
Foreign Travel			-
F. Participant Support Costs (excluded from MTDC)			-
G. Other Direct Costs			
1 Materials and Supplies			12,500
2 Publication Costs/Documentation/Dissemination			-
3 Subawards subject to F&A rate			-
4 Subawards not subject to F&A rate (excluded from MTDC)			-
5 Graduate Tuition and Fees (excluded from MTDC)			-
6 Other costs, subject to F&A rate			-
7 Professional Service Agreements, subject to F&A rate			-
8 Other costs, not subject to F&A rate (excluded from MTDC)			-
Subtotal, Other Direct Costs			12,500
H. Total Direct Cost			28,669
I. Modified Total Direct Cost			28,669
(Total Direct Costs less Capital Acquisitions, Participant Costs, Amount of Subawards >\$25K, Graduate Tuition and Fees, and Other, not subject to F&A)			
J. Facilities & Administrative (F&A) Cost Rate			46.50%
K. F&A Cost Basis Modified Total Direct Cost			28,669
L. Facilities & Administrative Costs (Cost Rate * Cost Basis)			13,331
M. Total Budget Period Costs (Direct + F&A)			\$ 42,000

## Annual Budget Summary

### Proposal Budget

<b>Project title:</b>				
<b>Budget Period Start:</b>	<b>April 15, 2008</b>	<b>Budget Year</b>	<b>1</b>	
<b>Budget Period End:</b>	<b>April 14, 2009</b>			
<b>Revision Date:</b>	<b>4/11/08 1:29 PM</b>			
<b>Submitted by:</b>				
<b>Texas Tech University</b>		<b>Plant and Soil Sciences</b>		
<b>Principal Investigator/Project Director</b>				<b>Budget Period Totals</b>
<b>Dick Auld</b>				
<b>A. Salary Senior Personnel</b>				-
<b>B. Salary Other Personnel</b>				6,750
Other Professional Staff			-	
Other (Unallocated)			-	
Graduate Students			6,750	
Undergraduate Students			-	
<b>Subtotal, Salaries and Wages (A + B)</b>				<b>6,750</b>
<b>C. Fringe Benefits</b>				<b>1,247</b>
<b>Total Salaries, Wages, and Fringe Benefits (A + B + C)</b>				<b>7,997</b>
<b>D. Capital Acquisitions (excluded from MTDC)</b>				-
<b>E. Total Travel</b>				<b>869</b>
Domestic Travel			869	
Foreign Travel			-	
<b>F. Participant Support Costs (excluded from MTDC)</b>				-
<b>G. Other Direct Costs</b>				
1 Materials and Supplies				-
2 Publication Costs/Documentation/Dissemination				-
3 Subawards subject to F&A rate				-
4 Subawards not subject to F&A rate (excluded from MTDC)				-
5 Graduate Tuition and Fees (excluded from MTDC)				2,011
6 Other costs, subject to F&A rate				-
7 Professional Service Agreements, subject to F&A rate				-
8 Other costs, not subject to F&A rate (excluded from MTDC)				-
<b>Subtotal, Other Direct Costs</b>				<b>2,011</b>
<b>H. Total Direct Cost</b>				<b>10,877</b>
<b>I. Modified Total Direct Cost</b>				<b>8,866</b>
(Total Direct Costs less Capital Acquisitions, Participant Costs, Amount of Subawards >\$25K, Graduate Tuition and Fees, and Other, not subject to F&A)				
<b>J. Facilities &amp; Administrative (F&amp;A) Cost Rate</b>			<b>46.50%</b>	
<b>K. F&amp;A Cost Basis</b>			<b>Modified Total Direct Cost</b>	<b>8,866</b>
<b>L. Facilities &amp; Administrative Costs (Cost Rate * Cost Basis)</b>				<b>4,123</b>
<b>M. Total Budget Period Costs (Direct + F&amp;A)</b>				<b>\$ 15,000</b>

## Annual Budget Summary

### Proposal Budget

Project title:				[REDACTED]
Budget Period Start:	April 15, 2008	Budget Year	1	
Budget Period End:	April 14, 2009			
Revision Date:	4/11/08 1:34 PM			
Submitted by:				
Texas Tech University		Plant and Soil Science		
Principal Investigator/Project Director				Budget Period Totals
Dick Auld				
A. Salary Senior Personnel				-
B. Salary Other Personnel				6,750
Other Professional Staff				-
Other (Unallocated)				-
Graduate Students				6,750
Undergraduate Students				-
Subtotal, Salaries and Wages (A + B)				6,750
C. Fringe Benefits				1,247
Total Salaries, Wages, and Fringe Benefits (A + B + C)				7,997
D. Capital Acquisitions (excluded from MTDC)				-
E. Total Travel				869
Domestic Travel				869
Foreign Travel				-
F. Participant Support Costs (excluded from MTDC)				-
G. Other Direct Costs				
1 Materials and Supplies				-
2 Publication Costs/Documentation/Dissemination				-
3 Subawards subject to F&A rate				-
4 Subawards not subject to F&A rate (excluded from MTDC)				-
5 Graduate Tuition and Fees (excluded from MTDC)				2,011
6 Other costs, subject to F&A rate				-
7 Professional Service Agreements, subject to F&A rate				-
8 Other costs, not subject to F&A rate (excluded from MTDC)				-
Subtotal, Other Direct Costs				2,011
H. Total Direct Cost				10,877
I. Modified Total Direct Cost				8,866
(Total Direct Costs less Capital Acquisitions, Participant Costs, Amount of Subawards >\$25K, Graduate Tuition and Fees, and Other, not subject to F&A)				
J. Facilities & Administrative (F&A) Cost Rate				46.50%
K. F&A Cost Basis	Modified Total Direct Cost			8,866
L. Facilities & Administrative Costs (Cost Rate * Cost Basis)				4,123
M. Total Budget Period Costs (Direct + F&A)				\$ 15,000

## Annual Budget Summary

### Proposal Budget

<b>Project title:</b>				
<b>Budget Period Start:</b>	<b>April 15, 2009</b>	<b>Budget Year</b>	<b>1</b>	
<b>Budget Period End:</b>	<b>April 14, 2010</b>			
<b>Revision Date:</b>	<b>4/11/08 1:37 PM</b>			
<b>Submitted by:</b>				
<b>Texas Tech University</b>		<b>Plant and Soil Science</b>		
<b>Principal Investigator/Project Director</b>				<b>Budget Period Totals</b>
<b>Dick Auld</b>				
<b>A. Salary Senior Personnel</b>				-
<b>B. Salary Other Personnel</b>				6,750
Other Professional Staff				-
Other (Unallocated)				-
Graduate Students				6,750
Undergraduate Students				-
<b>Subtotal, Salaries and Wages (A + B)</b>				<b>6,750</b>
<b>C. Fringe Benefits</b>				<b>1,247</b>
<b>Total Salaries, Wages, and Fringe Benefits (A + B + C)</b>				<b>7,997</b>
<b>D. Capital Acquisitions (excluded from MTDC)</b>				-
<b>E. Total Travel</b>				<b>1,381</b>
Domestic Travel				1,381
Foreign Travel				-
<b>F. Participant Support Costs (excluded from MTDC)</b>				-
<b>G. Other Direct Costs</b>				
1 Materials and Supplies				-
2 Publication Costs/Documentation/Dissemination				-
3 Subawards subject to F&A rate				-
4 Subawards not subject to F&A rate (excluded from MTDC)				-
5 Graduate Tuition and Fees (excluded from MTDC)				2,011
6 Other costs, subject to F&A rate				-
7 Professional Service Agreements, subject to F&A rate				-
8 Other costs, not subject to F&A rate (excluded from MTDC)				-
<b>Subtotal, Other Direct Costs</b>				<b>2,011</b>
<b>H. Total Direct Cost</b>				<b>11,389</b>
<b>I. Modified Total Direct Cost</b>				<b>9,378</b>
(Total Direct Costs less Capital Acquisitions, Participant Costs, Amount of Subawards >\$25K, Graduate Tuition and Fees, and Other, not subject to F&A)				
<b>J. Facilities &amp; Administrative (F&amp;A) Cost Rate</b>				<b>46.50%</b>
<b>K. F&amp;A Cost Basis</b>				<b>Modified Total Direct Cost</b>
				<b>9,378</b>
<b>L. Facilities &amp; Administrative Costs (Cost Rate * Cost Basis)</b>				<b>4,361</b>
<b>M. Total Budget Period Costs (Direct + F&amp;A)</b>				<b>\$ 15,750</b>

## Annual Budget Summary

### Proposal Budget

Project title: XXXXXXXXXX

Budget Period Start:	April 15, 2010	Budget Year	1
Budget Period End:	April 14, 2011		
Revision Date:	4/11/08 1:44 PM		

Submitted by:

**Texas Tech University** | **Plant and Soil Science**

Principal Investigator/Project Director

**Dick Auld**

**Budget Period Totals**

A. Salary Senior Personnel		-
B. Salary Other Personnel		6,750
Other Professional Staff	-	
Other (Unallocated)	-	
Graduate Students	6,750	
Undergraduate Students	-	
Subtotal, Salaries and Wages (A + B)		6,750
C. Fringe Benefits		1,247
Total Salaries, Wages, and Fringe Benefits (A + B + C)		7,997
D. Capital Acquisitions (excluded from MTDC)		-
E. Total Travel		1,851
Domestic Travel	1,851	
Foreign Travel	-	
F. Participant Support Costs (excluded from MTDC)		-
G. Other Direct Costs		
1 Materials and Supplies	-	
2 Publication Costs/Documentation/Dissemination	-	
3 Subawards subject to F&A rate	-	
4 Subawards not subject to F&A rate (excluded from MTDC)	-	
5 Graduate Tuition and Fees (excluded from MTDC)	2,112	
6 Other costs, subject to F&A rate	-	
7 Professional Service Agreements, subject to F&A rate	-	
8 Other costs, not subject to F&A rate (excluded from MTDC)	-	
Subtotal, Other Direct Costs		2,112
H. Total Direct Cost		11,960
I. Modified Total Direct Cost		9,848
(Total Direct Costs less Capital Acquisitions, Participant Costs, Amount of Subawards >\$25K, Graduate Tuition and Fees, and Other, not subject to F&A)		
J. Facilities & Administrative (F&A) Cost Rate	46.50%	
K. F&A Cost Basis	<b>Modified Total Direct Cost</b>	9,848
L. Facilities & Administrative Costs (Cost Rate * Cost Basis)		4,580
M. Total Budget Period Costs (Direct + F&A)		<b>\$ 16,540</b>



TEXAS TECH UNIVERSITY  
Research Services

June 24, 2008

Bill Hawke  
Texas AgriLife Research  
2147 TAMU  
College Station, TX 77843-2147

RE Research Subcontract No. 470156, to Texas Tech University  
Dr. David Baltensperger, PI for TAMU/AgriLife  
Dr. Dick Auld, PI for TTU

Dear Mr. Hawke:

Attached are two copies of the document referenced above. Both have been signed on behalf of Texas Tech University. It is my understanding one fully executed original will be returned to me.

Thank you for your assistance with this project. Should you have any questions, please let me know.

Sincerely,

Jay B. McMillen  
Assistant Director, Office of Research Services  
Jay.mcmillen@ttu.edu

OFFICE OF ADMINISTRATIVE SERVICES  
CONTRACTS AND GRANTS



July 1, 2008

Jay B. McMillen, Assistant Director  
Office of Research Services  
Texas Tech University  
203 Holden Hall  
Lubbock, TX 79409-1035  
(806) 742-3884

**SUBJECT: Research Subcontract # 470156  
Dr. David Baltensperger, our PI**

Dear Dr. McMillen:


Enclosed please find your copy of the fully executed subcontract. Please send any future administrative correspondence regarding this agreement to:

Texas AgriLife Research  
Contracts and Grants  
2147 TAMU  
College Station, TX 77843-2147.

If you have any questions, please contact Bill Hawke at (phone) 979-458-4682, (fax) 979-862-7775, or (e-mail) [WPHawke@ag.tamu.edu](mailto:WPHawke@ag.tamu.edu).

We appreciate the opportunity for cooperative research and trust the results will be mutually beneficial. If we can be of further assistance, please let us know.

Sincerely,



For Diane M. Gilliland  
Assistant Director for Research Administration  
Texas AgriLife Research

DMG/wph  
Enclosures

cc: Dr. David Baltensperger  
Dr. Travis Miller  
Ms. Pam Wilhelm  
File: 470156

Contracts and Grants, 2147 TAMU, College Station, Texas 77843-2147  
Tel. 979.845.4781 Fax. 979.862.7775 <http://AgriLifeServices.tamu.edu>

Texas A&M University  
College of Agriculture and Life Sciences

Texas AgriLife Research  
Texas Forest Service

Texas AgriLife Extension Service  
Texas Veterinary Medical Diagnostic Center

# Attachment A



**RESEARCH AGREEMENT**

**Between**

**Chevron Technology Ventures**

**and**

**The Texas Agricultural Experiment Station**

**and**

**The Texas Engineering Experiment Station**

This Research Agreement ("Agreement") is effective on April 9, 2007 (Effective Date) and will remain effective for a period of four (4) years or until terminated as provided below.

**RECITALS**

A. WHEREAS, Chevron Technology Ventures, a division of Chevron U.S.A. Inc. ("CTV"), located at 3901 Briarpark Drive, Houston, Texas 77042, desires to contribute to the advancement of science, technology and higher education by providing funding for research projects of interest to CTV's business. CTV may desire to use the results of such research projects in CTV's business.

B. WHEREAS, The Texas Agricultural Experiment Station ("TAES"), a member of the Texas A&M University System and an agency of the State of Texas located in College Station, Texas conducts basic and translational research for the benefit of consumers and the agricultural industry.

C. WHEREAS, The Texas Engineering Experiment Station ("TEES"), a member of The Texas A& M University System and an agency of the State of Texas located at 1470 William D. Fitch Pkwy, College Station, Texas 77845, actively engages in and facilitates energy technology development, assessments, demonstration projects, and policy guidance based on scientific facts, engineering principles and economic realities.

D. WHEREAS, TAES and TEES have developed a strategic alliance for bioenergy initiatives to enhance the ability of these two preeminent agricultural and engineering agencies to serve the citizens of Texas and beyond (hereinafter jointly referred to as "BioEnergy Alliance").

E. WHEREAS, CTV and BioEnergy Alliance (each a "Party", and collectively the "Parties") desire by this Agreement to establish a joint research program between CTV and BioEnergy Alliance and to set out the legal rights and interests of both parties respecting such joint research.

**THE PARTIES THEREFORE AGREE:**

K19657

## 1. Definitions

1.1 "Intellectual Property" means any Inventions, improvements and discoveries, including all computer software, works, material and data, whether or not protectable by patent, trade secret or copyright.

1.2 "Background IP" means any Intellectual Property existing prior to or outside the scope of this Agreement or any Research Project Specification.

1.3 "Project Results" means (a) any tangible item, such as a document (in any recorded form), a computer program, a database or knowledge base, or a piece of equipment and (b) any intangible item such as data, information, ideas and concepts disclosed to either Party whether or not patentable arising from any stage of a Research Project.

1.4 "Research Project Specification" means a document in the form of Exhibit 1 defining the Research Project.

1.5 "Research Project" means a project undertaken by the Parties in accordance with a Research Project Specification.

1.6 "BioEnergy Alliance Personnel" means any student, faculty member or other person employed by BioEnergy Alliance, The Texas A&M University System or any of its members.

1.7 "CTV Personnel" means any employee of CTV or any CTV Affiliate.

1.8 "Affiliate" means with respect to a Party, any entity that controls, is controlled by, or is under common control with such Party.

1.9 "BioEnergy Alliance Intellectual Property" ("BioEnergy Alliance IP") means Intellectual Property Invented by BioEnergy Alliance Personnel in the scope and course of the performance of any Research Project Specification issued under this Agreement.

1.10 "CTV Intellectual Property" ("CTV IP") means Intellectual Property Invented by CTV Personnel in the scope and course of the performance of any Research Project Specification issued under this Agreement.

1.11 "Invention" or "Invented" or "Inventor" means these words as defined by the patent laws of the United States, for example, 35 U.S.C. 100 and 101.

1.12 "Joint Intellectual Property" ("Joint IP") means Intellectual Property Invented by both CTV Personnel and BioEnergy Alliance Personnel in the scope and course of the performance of any Research Project Specification issued under this Agreement.

1.13 "Project IP" means all Intellectual Property Invented in the scope and course of

the performance of any Research Project Specification issued under this Agreement. Project IP does not include Background IP and any Intellectual Property created after the termination of this Agreement.

## 2. Structure

2.1 Duration. This Agreement will begin on the Effective Date and will remain active for a period of four (4) years from the Effective Date unless sooner terminated or extended in accordance with the terms of this Agreement. At the conclusion of the four year period, this agreement may be renewed and extended upon the mutual consent and written agreement of both Parties.

2.2 Annual Cost Limitation. Following a technical review of the Parties capabilities and areas of interest, the Parties will mutually agree upon an annual funding ceiling amount. The annual funding ceiling amount may be increased during any annual period by the issuance of a written amendment to the Agreement, which is signed by both Parties.

2.3 Joint Management Committee. A Joint Management Committee will be established and will be comprised of representatives from BioEnergy Alliance and CTV. The Joint Management Committee will convene periodically, as provided in the Research Project Specification or as determined by the agreement of the committee members, to discuss the research projects, to provide comprehensive oversight of the ongoing research activities. Minutes will be taken at each Joint Management Committee Meeting. The minutes will be reviewed, corrected and accepted at the beginning of the next meeting.

## 3. Research Project

3.1 Research Project Specification. CTV and BioEnergy Alliance hereby establish a cooperative research program. It is the intent of both Parties that the research performed under this Agreement will be collaborative. This research program may involve more than one Research Project. Either Party may propose research projects from time to time. When one Party proposes a Research Project, the Parties will confer. If both Parties agree to pursue the Research Project, they will prepare a written Research Project Specification in the form of Exhibit 1. When both parties have signed the Research Project Specification agreement, it will become a part of this Agreement. Any changes in the Research Project Specification, including a change of the principal investigator within the control of the parties, will be effective only upon the mutual written consent of both parties. If for any reason the principal investigator withdraws from serving as principal investigator, BioEnergy Alliance will notify CTV and the parties shall endeavor to agree upon a successor. If the parties are unable to agree upon a successor, either party shall have the option to terminate the Research Project Specification on notice to the other party.

3.2 Reports. BioEnergy Alliance will keep CTV apprised of the progress of the Research Project at regular intervals that are agreed upon in the Research Project Specification and will prepare a written report upon conclusion or termination of a

Research Project. CTV agrees to provide BioEnergy Alliance in a timely manner any Project Results that CTV may have in order for BioEnergy Alliance to prepare progress reports. In addition, BioEnergy Alliance will provide CTV with copies of any technical report arising from a Research Project within thirty (30) days of the internal or external publication of such technical reports or as soon thereafter as practical. Prior to publication, all such external publications are subject to the requirements in section 6.3.

3.3 Research Project Duration. The duration of the Research Project will be stated in each Research Project Specification. BioEnergy Alliance may terminate any Research Project if circumstances beyond its control preclude continuation of a Research Project on notice to CTV. CTV will reimburse BioEnergy Alliance for all costs and non-cancelable commitments incurred in the performance of the Research Project up to the date of termination. CTV may unilaterally terminate BioEnergy Alliance participation in any Research Project at any time following the steps outlined in Article 9 of this Agreement. If CTV terminates sponsorship of a Research Project, to the extent that (a) CTV has agreed to pay for the following items in a Research Project Specification and (b) CTV has previously approved such expenditures, CTV will pay:

3.3.1 all costs that CTV has agreed to pay in the Research Project Specification pro-rated up through the termination date

3.3.2 all non-cancelable obligations made by BioEnergy Alliance before receipt of notice of termination (up to but not exceeding the total CTV commitment stated in the Research Project), even if such costs extend beyond the termination date.

3.4 Research Project Funding. The Research Project Specification will include a budget that sets forth CTV's financial obligation in cash for the Research Project and the date by which CTV's obligation will be provided. The budget will be designed to reimburse BioEnergy Alliance for BioEnergy Alliance' direct and indirect costs of conducting the Research Project. BioEnergy Alliance will endeavor to perform the Research Project within the budget. If the budgeted amount is exhausted but the Research Project is not completed, the parties may by written agreement provide for additional funding. In the absence of such an agreement, neither Party is obligated to provide any additional funds for the Research Project, and the BioEnergy Alliance will be relieved of any further obligations to continue the Research Project.

#### 4. Chevron Technology Ventures' Equipment

4.1 Ownership of CTV-funded Equipment. Unless otherwise agreed in a Research Project Specification,

4.1.1 BioEnergy Alliance will own any equipment and other items purchased with funds provided by CTV.

4.1.2 CTV will own any equipment that CTV may loan to BioEnergy Alliance for use in a Research Project, and

4.1.3 Such loaned equipment will be returned to CTV upon the conclusion of the Research Project.

4.2 Insurance. The Texas A&M University System and its members are self-insured

for Workers Compensation Insurance as provided by Tex. Lab. Code Ann. Ch. 502.

The Texas A&M University System is insured under an automobile policy with a combined single limit of \$500,000 for bodily injury and property damage.

The liability of The Texas A&M University System for personal injury and property damage is as provided by Tex. Civ. Prac. & Rem. Code Ann. Ch. 101. The limits of the liability are \$250,000 for each person, \$500,000 for each single occurrence of bodily injury or death, and \$100,000 for each single occurrence of injury to or destruction of property.

#### 5. Visiting Scientists

Upon agreement of the Parties, each Party may send one or more of its personnel, as identified in a Research Project Specification, as visiting scientists to work in the other Party's facilities under the direction of the Principal Investigator. The technical qualifications of each visiting scientist will meet the receiving Party's reasonable requirements. Each visiting scientist will remain an employee of the sending Party and will be treated as such in terms of salary, worker's compensation, taxes, employee benefits and obligations. Upon agreement of the Parties, the receiving Party at its expense will provide a computer workstation, computer network connection, and office facilities for each visiting scientist and the sending Party will pay all other costs incurred by the visiting scientist.

#### 6. Intellectual Property

6.1 Research Project Participants. BioEnergy Alliance will only permit BioEnergy Alliance Personnel to work on the Research Project, except for approved CTV Personnel identified in a Research Project Specification. BioEnergy Alliance will ensure that all BioEnergy Alliance Personnel associated with the Research Project have been made fully aware of BioEnergy Alliance' obligations under this Agreement and the Research Project Specification. BioEnergy Alliance has in place or will obtain written agreements respecting ownership of patentable intellectual property with all BioEnergy Alliance Personnel associated with a Research Project sufficient to enable BioEnergy Alliance to meet BioEnergy Alliance obligations to CTV under this Agreement.

#### 6.2. Confidential Information

##### 6.2.1 CTV Confidential Information.

6.2.1.1 CTV or CTV's Affiliates may from time to time disclose confidential information to BioEnergy Alliance and/or BioEnergy Alliance Personnel in connection with a Research Project. BioEnergy Alliance and BioEnergy Alliance Personnel will use such information only for a Research Project and will protect the information by using the same degree of care, but no less than a reasonable degree of care,

to prevent the unauthorized use, dissemination, or publication of the

information as BioEnergy Alliance and BioEnergy Alliance Personnel use to protect BioEnergy Alliance own confidential information of like nature.

6.2.1.2 BioEnergy Alliance' obligation (and the obligation of BioEnergy Alliance Personnel) to keep CTV's or CTV's Affiliates' information confidential will expire five years after the date the information was disclosed.

#### 6.2.2 BioEnergy Alliance Confidential Information

6.2.2.1 BioEnergy Alliance may from time to time disclose confidential information to CTV and/or CTV Personnel in connection with a Research Project. CTV and CTV Personnel will use such information only for a Research Project and will protect the information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the information as CTV and CTV Personnel use to protect CTV own confidential information of like nature.

In connection with BioEnergy Alliance' Rights in Data and Publication, as further discussed below, CTV agrees to treat submitted copies of proposed publications as Confidential Information, subject to protection as stated above.

6.2.2.2 CTV's obligation (and the obligation of CTV Personnel) to keep BioEnergy Alliance' information confidential will expire five years after the date the information was disclosed.

#### 6.2.3 Terms Applicable to Confidential Information of CTV and BioEnergy Alliance

6.2.3.1 The obligation to keep information of either Party confidential will only extend to confidential information that (a) is marked as confidential at the time of disclosure, (b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure and designated as confidential in a written memorandum within thirty (30) days of disclosure, summarizing the confidential information sufficiently for identification, or (c) is learned through visiting CTV's or CTV's Affiliates' or BioEnergy Alliance' site or accessing CTV's or CTV's Affiliates' or BioEnergy Alliance' internal electronic networks, whether or not such information is labeled or otherwise explicitly designated as confidential by CTV or CTV's Affiliates or BioEnergy Alliance.

6.2.3.2 CTV may communicate any confidential information received

under this Agreement to other CTV Affiliates, CTV divisions and to CTV subsidiaries that has a need to know to perform the purpose of this Agreement.

6.2.3.3 A recipient of either Party shall be relieved of any breach of confidentiality obligations for any information that is (a) in the public domain at the time of disclosure, (b) known by the recipient prior to disclosure, (c) is independently developed by the recipient without use of the confidential information, (d) rightfully received from a third party without obligation of confidentiality to the other Party, or (e) the subject of any order of a court of competent jurisdiction that requires disclosure, but only to the extent that is legally required to comply with such court's order, or (f) is required by law to be disclosed.

6.2.3.4 In furnishing any information hereunder, the disclosing Party makes no warranty, guarantee, or representation; either expressed or implied, as to adequacy, accuracy, sufficiency or freedom from defects or that the use or reproduction of any information shall be free from any patent, trade secret, trademark or copyright infringement. The disclosing Party shall not be liable in damages of whatever kind nor for any costs, expenses, risks, or liabilities as a result of the other Party's receipt or use of, or reliance on, any such information furnished hereunder.

### 6.3 Rights in Data and Publication

6.3.1 BioEnergy Alliance shall have the right to publish and disseminate information derived from the Research Project.

BioEnergy Alliance shall furnish CTV with a copy of any proposed publication thirty (30) days in advance of the proposed publication date. CTV may request BioEnergy Alliance to delay publishing such proposed publication for a maximum of an additional sixty (60) days in order to protect the potential patentability of any inventions described therein. Such delay shall not, however, be imposed on the filing or publication of any student thesis dissertation. Failure to respond within sixty (60) days shall constitute de facto agreement of CTV that no delay in publication is necessary.

6.3.2 Each Party will acknowledge the contributions of the other in any publication, as scientifically and professionally appropriate.

### 6.4 Background IP

6.4.1 Prior to executing each Research Project Specification, BioEnergy Alliance will notify CTV of any Background IP that may be relevant to the Research Project that Relevant BioEnergy Alliance Personnel knows about. Relevant BioEnergy Alliance Personnel include the Principal Investigator and Personnel under his/her direction in the Research Project or in administrative matters relating to the Research Project. If at any time during a Research

Project, Relevant BioEnergy Alliance Personnel become aware of any such Background IP, BioEnergy Alliance will promptly notify CTV thereof.

6.4.2 To the extent consistent with any contractual obligations to third parties, BioEnergy Alliance, through the Office of Technology Commercialization for The Texas A&M University System, grants CTV a nonexclusive license for any such Background IP, owned or controlled or sub-licensable by BioEnergy Alliance, which is necessary to practice any Project IP.

6.4.3 BioEnergy Alliance shall not bring a cause of action against CTV or CTV's Affiliates for practicing Project IP that BioEnergy Alliance has either exclusively or nonexclusively licensed to CTV or CTV's Affiliates based upon BioEnergy Alliance Background IP that was either inadvertently or intentionally omitted from the notification required in Article 6.4.1.

## 6.5 Inventions and Software

6.5.1 Duty of Disclosure. Each Party will require its personnel who work on a Research Project promptly to disclose to that Party all Intellectual Property Invented by such personnel in the course of performing the Research Project.

6.5.2 Project Review Meetings. The Parties will conduct a project review meeting at the conclusion or termination of the Research Project, but in no event less often than twice a year annually. During the project review meeting the parties will prepare a summary list of all inventions and software arising from the Research Project and not considered in any previous project review meeting along with a list of the corresponding Inventors' names for each invention. Each item on the list will be identified as either Joint Intellectual Property or BioEnergy Alliance Intellectual Property or CTV Intellectual Property according to whether it was created jointly by CTV Personnel and BioEnergy Alliance Personnel or solely by BioEnergy Alliance or CTV personnel, respectively.

6.5.3 Ownership of Intellectual Property. Title and ownership to all Project IP (including but not limited to patents, copyrights, trademarks, confidential information and trade secrets on inventions shall reside in the Party or Parties whose employees Invented the Project IP. If the Project IP is Joint IP it shall be jointly owned by both Parties.

6.5.4 CTV or any of CTV's Affiliates and BioEnergy Alliance shall, at their sole discretion and expense, pursue legal protection for CTV and BioEnergy Alliance IP respectively, including, but not limited to, obtaining U.S. and foreign patents and copyrights. If a Party does not file for patent protection in any jurisdiction throughout the world and/or decides to abandon any rights granted in any jurisdiction throughout the world, that Party shall notify the other Party at least sixty (60) days prior to the expiration of any deadline related to such application and/or the maintenance of an issued patent. Upon notification, the other Party may, at its sole discretion and expense, agree to



pay for the filing for protection or paying for the maintenance fees in such jurisdiction(s). For jointly owned IP, CTV shall at its sole discretion and expense, pursue legal protection for Joint IP including, but not limited to, obtaining U.S. and foreign patents and copyrights. Should CTV decide not to file for patent protection in any jurisdiction throughout the world and/or decide to abandon any rights granted in any jurisdiction throughout the world, CTV shall notify BioEnergy Alliance at least sixty (60) days prior to expiration of any deadline related to such protection or pay maintenance fees in such jurisdiction(s). Upon notification, BioEnergy Alliance in its sole discretion and expense, file for protection or pay the maintenance fees in such jurisdiction.

## 6.6. Licensing

**6.6.1 Nonexclusive License for CTV.** Subject to BioEnergy Alliance's ability to maintain the tax-free bond status of any facility in which a Research Project Specification activity is conducted, BioEnergy Alliance agrees, through The Texas A&M University System Office of Technology Commercialization, to grant and does hereby grant a nonexclusive royalty-free license to make, have made, use, sell, offer for sale, have used, further develop and import such Project IP and products and technology derived from such Project IP and to extend such rights and license to others under a separate sublicense of the same scope. Prior to executing each Research Project Specification Order, the Parties will discuss whether the Research Project contemplated in that Research Project Specification Order will affect BioEnergy Alliance's ability to maintain the tax-free bond status of the facility in which the Parties plan to carry out the Project. To the extent CTV agrees that for each patent application filed, it desires to accept such nonexclusive royalty free license in writing, as a term and condition of such license, CTV agrees to reimburse BioEnergy Alliance and/or The Texas A&M University System for all fees and expenses attributable to filing, prosecuting, maintaining patent rights and/or copyright protection to Project IP. No such fees will be reimbursed without prior written approval by CTV. In the event of multiple licensees holding the above described license, the responsibility for reimbursement for said fees and expenses will be distributed equally among the additional licensees holding an active license.

**6.6.2. Exclusive Licensing Option for CTV.** BioEnergy Alliance hereby grants to CTV and CTV's Affiliates an option to obtain, through The Texas A&M University System Office of Technology Commercialization, an exclusive royalty-bearing, worldwide right and license to BioEnergy Alliance IP and Joint IP to make, have made, use, sell, offer for sale, have used, further develop and import under patent rights, and rights to reproduce, prepare derivative works, distribute copies, perform publicly or display publicly in the case of copyrighted work, to the extent such rights may lawfully be granted such Project IP and products and technology derived from such Project IP and to extend such rights and license to others under a separate sublicense of the same scope. CTV or CTV's Affiliates may exercise its option as to each invention or software that qualifies as BioEnergy Alliance IP or Joint IP by written notice to BioEnergy Alliance

within 12 months of the project review meeting at which the invention or software is identified as BioEnergy Alliance IP or Joint IP. Upon exercise of the option, the parties will initiate good faith negotiations regarding such license. These negotiations may not extend beyond 120 days from the option exercise date without the consent of both parties.

BioEnergy Alliance and The Texas A&M University System may reserve under this license an irrevocable, nonexclusive, royalty free right to make, have made, use, have used, further develop, and import the license to BioEnergy Alliance IP and Joint IP for research and educational purposes, and not for commercial purposes or the commercial benefit of third parties. Any license granted hereunder will include language providing for reimbursement of BioEnergy Alliance and/or The Texas A&M University Systems costs and expenses attributable to filing, prosecuting, maintaining patent rights and/or copyright protection.

6.6.3 The Parties will endeavor to identify a royalty range acceptable to both Parties for an exclusive license prior to executing a Research Project Specification. Such royalty shall be no less favorable than BioEnergy Alliance receives for other similar licenses from other similar entities and may be based on the following considerations as well as other considerations the Parties deem applicable at the time:

6.6.3.1 Time and Effort supplied by licensee, subsequent to licensing the developed technology

6.6.3.2 Amount of cost savings to licensee through use of the licensed technology,

6.6.3.3 Likelihood of commercializing the licensed technology,

6.6.3.4 Royalties for comparable technologies,

6.6.3.5 Royalties found by courts to be reasonable for comparable technologies,

6.6.3.6 Profit margin for comparable technologies, and

6.6.3.7 Background IP identified by BioEnergy Alliance.

6.7 Research Use of Project Results. Subject to Project IP, Both parties may use any and all Project Results, free of charge, for their own internal use, internal research, testing and teaching purposes. Subject to other terms of this Agreement, neither Party will grant any future license to any third party that would conflict with any such use.

6.8 Non-protected Project Results. Either Party may as it desires exploit any Project Results that are not protected by any patent, copyright or other legally enforceable intellectual property right, provided that neither Party will disclose or exploit the other's confidential information without permission, in writing, from the other Party.

K19657

- 6.9 Technology Transfer. Pursuant to terms of license contemplated in this Agreement, BioEnergy Alliance will transfer the technology of Research Projects to CTV or CTV's Affiliates and will provide reasonable support by BioEnergy Alliance Relevant Personnel to CTV or CTV's Affiliates at CTV's or CTV's Affiliates' sole expense as needed and as BioEnergy Alliance Relevant Personnel are available and can reasonably supply such support to ensure the success of the technology transfer so that CTV or CTV's Affiliates can protect the intellectual property rights of such technology and can use the results of the Research Project in CTV's or CTV's Affiliates' business, in accordance with the terms of this agreement and as modified by any subsequent License Agreement pursuant to the terms set forth in this Section 6.
- 6.10 BioEnergy Alliance agrees to administer and distribute to CTV, 50% of the net royalty income from Project IP that it receives from the Office of Technology Commercialization for The Texas A&M University System, as set forth in the policies and regulations of The Texas A&M University System and as may be updated from time to time. The royalty income subject to distribution hereunder shall be that income derived from licenses granted by The Texas A&M University System to third parties to Project IP. The parties agree that this obligation shall terminate when CTV receives an amount equal to 200% of all funding provided by CTV under this Agreement and any Research Project Specification Orders executed as part of this Agreement.

## 7. Notices

- 7.1 Any notice given under this Agreement will be in writing, will reference this Agreement, and will be deemed to have been given
- when personally delivered,
  - when sent by confirmed facsimile,
  - five days after having been sent by mail with return receipt requested, or
  - one day after deposit with an overnight courier that provides verification of receipt.
- 7.2 All communications regarding the technical and programmatic aspects of each Research Projects Specification shall be between CTV and BioEnergy Alliance researchers identified in each such Research Projects Specification.
- 7.3 Communications and correspondence regarding the fiscal and administrative aspects of this Agreement, or any Research Projects Specification shall be between the Parties' designated officials:

If to CTV:

K19657

Sharon Dieringer  
Contracts Coordinator  
Chevron Technology Ventures LLC  
3901 Briarpark Drive  
Houston, Texas  
77042

If to the BioEnergy Alliance:

TEES Contracting Officer  
Office of Sponsored Research  
3000 TAMU  
College Station, TX 77845-3000

#### 8. Exclusion of Liability

8.1 Exclusion of Liability. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT, BIOENERGY ALLIANCE AND CTV AND CTV'S AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, REGARDING THEIR PERFORMANCE UNDER THIS AGREEMENT OR ANY RESEARCH PROJECT SPECIFICATION, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROJECT RESULTS, EACH PARTY ALSO DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT PROJECT RESULTS ARE FREE FROM THIRD PARTY RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS).

#### 9. Term and Termination

9.1 This Agreement begins on the Effective Date.

9.2 At any time CTV may terminate this Agreement without penalty by a written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. To the extent the Research Project is active as of the termination date that Research Project will automatically terminate on that date, and the settlement of costs will be governed by Paragraph 3.3.

9.3 If one of the parties breaches any of its obligations under this Agreement or the Research Project Specification and such breach has, or is likely to have, a material effect on the other Party; the other Party may give written notice to the breaching Party calling upon it to comply with its obligations within a specified term of not less than thirty days. If at the expiration of this term the breaching Party has not cured its breach, the other Party shall have the right to immediately terminate this Agreement or any Research Project Specification in writing specifying a termination date not less than thirty days from receipt of this notice of Termination. Termination of this Agreement for breach will also result in the simultaneous termination of any active Research Projects. The settlement of costs for the termination of any Research

Projects will be governed by Paragraph 3.3.

9.4 The provisions of Paragraph 3.2, 3.3 Article 6, Article 8 and Article 10 will survive the expiration or termination of this Agreement. If the Research Project remains active past the expiration or termination of this Agreement, the terms of this Agreement will remain in effect as to that Research Project until completion thereof and satisfaction of the various rights and obligations in Article 6.

10. Miscellaneous Clauses

10.1 Export Laws. Each Party will adhere to all applicable laws, regulations and rules relating to the export of technical data including "deemed exports," and will not export or re-export any technical data, the direct product of such technical data, or any products received from the other Party, to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized. Deemed export means any release of technology to a foreign national within the United States, technology is released for export when it is available to foreign nationals for visual inspection, when technology is exchanged orally or when technology is made available by practice or application under the guidance of persons with knowledge of the technology. The obligations of this section shall survive any expiration or termination of this Agreement.

10.2 Relationship of the Parties. The parties are independent contractors. Nothing in this Agreement will constitute the parties as entering into a partnership, joint venture, or agency relationship.

10.3 Entire Agreement. This Agreement is the entire understanding between CTV and the BioEnergy Alliance. No modification, alteration or amendment will be effective unless in writing and signed by both parties.

10.4 No Assignment. Neither Party may assign its rights or obligations unless the other Party gives written consent. Any attempted assignment without such consent will be voidable at the option of the non-assigning Party. Notwithstanding this provision, CTV may assign to an Affiliate or to a successor in interest to substantially all the business to which this Agreement pertains without receiving written consent of BioEnergy Alliance.

10.5 Publicity. Each Party agrees not to authorize or commission the publication of any promotional materials containing any reference to the other Party without the prior written approval of the other Party; provided however that, BioEnergy Alliance may include CTV's name and Research Project title in published listings of research sponsors. The provisions of this Section shall survive termination of this Agreement.

11. Independent Research

Nothing in this Agreement or in any of the Research Project Specifications shall in any way restrict or impair the right of any Party to conduct its own research, either independently or in conjunction with others, even though such research may parallel or overlap research conducted as part of any Research Project Specification.

SIGNATURES:

**BioEnergy Alliance**

The Texas Engineering  
Experiment Station (TEES)

By Glenn W. Mathews  
Glenn W. Mathews

Title: TEES Contracting Officer

Date: April 9, 2007

The Texas Agricultural  
Experiment Station (TAES)

By Elsa Muraro  
Elsa Muraro

Title: Director, TAES

Date: 4-10-07

**Chevron Technology Ventures,  
a division of Chevron U.S.A. Inc.**

By Donald Harp

Title VP and CTO

Date 04/25/2007

EXHIBIT 1

\_\_\_\_\_  
And  
Chevron Technology Ventures

Research Project Specification Order

Pursuant to the Agreement between Chevron Technology Ventures and \_\_\_\_\_ (\_\_\_\_\_) dated \_\_\_\_\_, \_\_\_\_\_ will use reasonable best efforts to undertake the research project as defined in this specification order, as follows:

1. Work to be performed shall be in accordance with the scope of work attached, which will include at least:
  - a. A detailed description of the work to be performed
  - b. A list of personnel (excluding students) that will work on the project
  - c. Specific project milestones
  - d. Processes and equipment that will be used including the cost of such equipment
  - e. Potential commercial applications
  - f. Research Project Budget including the funding amounts required and the date they are to be provided.
  - g. \_\_\_\_\_ Representations regarding all Background Technology required for performing the Project including any field of use limitations and applicable third party rights.
2. The total estimated cost and not-to-exceed amount for this Research Project Specification order are \_\_\_\_\_ and \_\_\_\_\_.
3. The period of performance is \_\_\_\_\_ through \_\_\_\_\_.
4. Written Progress Reports are due as follows.
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
5. Written Progress Reports shall contain the following.
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
6. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates.
7. Pursuant to Section 3.1 of the Agreement, the parties have identified

\_\_\_\_\_ as the Party responsible for maintenance, damage and loss to CTV equipment, if any, is used for the Research Project.

8. The Parties will include initial terms of any potential exclusive licensing arrangements that may be discernable at the time the Project Research Specification Order is negotiated including but not limited to a range of royalty that would be required to exercise CTV's or CTV's Affiliates' exclusive license option as required in Article 6 of the Agreement.

9. Pursuant to Section 6.6.1, does the Research Project as defined in this Research Project Specification Order adversely affect BioEnergy Alliance's ability to maintain the tax-free bond status of the facility in which the Parties plan to carry out the Project? If the Research Project defined herein adversely affects BioEnergy Alliance's ability to maintain its tax-free bond status, is there an alternative facility or location that would not adversely BioEnergy Alliance's ability to maintain the tax-free bond status?

10. Pursuant to the Section 6.6.3 of the Agreement, the parties hereby agree that for an exclusive license applicable to this Research Project Specification the royalty range described in Section 6.6.3 of the Agreement shall be \_\_\_\_\_ to \_\_\_\_\_.

11. Pursuant to the Section 7.2 of the Agreement, all communications regarding the technical and programmatic aspects of this Research Project Specification shall be between CTV and \_\_\_\_\_ researchers identified below:

If to CTV:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Terms and conditions of the Agreement apply.

Acknowledged and Accepted:

\_\_\_\_\_

Chevron Technology Ventures,  
a division of Chevron U.S.A. Inc.

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



The Agriculture Program  
 The Agriculture Program  
 Texas Agricultural Experiment Station  
 Texas Cooperative Extension  
 The Texas A&M University System

[ ] Release

Date: 11/26/2007

Date: 11/26/2007

Dept/Unit: SCSC

Attention: Pam / Carol Rhodes

**Award and Budget Allocation / Change Notice**

**Award Description:** TAES X Start Date 10/1/2007 New Acct.: X  
 Extension      End Date 3/30/2011 Existing Acct.:     

General Information:		Account Numbers:	
Principal Investigator:	Dr. David Baltensperger / T.D. Miller	FAMIS:	405289
Sponsor Name:	Chevron Technology Ventures, LLC	Project:	92650
Agreement/Contract#	[REDACTED]	TAMRF:	
Amount::	\$600,302.00	Proposal:	
Project Title:	Identification & Enhancement of Oil seed Crops for [REDACTED]	Cost Sharing:	
Payment Type:	Reimbursable	Account:	
Installment/Lump Sum:	TAES/TCE Retains: <u>    </u> Sponsor Retains: <u>    </u>	Amount:	
		CFDA:	

**BUDGET ALLOCATION:**

**ACCOUNTING CONTROLS:**

Category	Amount
DIRECT (General) (1000)	
Salary, Wages & Benefits (1101)	\$ 321,110.00
Travel (3000)	\$ 18,700.00
Supplies (4000)	\$ 11,600.00
Other (5000)	\$ 36,900.00
{ Contractual	
Equipment (8000)	\$ 43,000.00
<b>TOTAL DIRECT</b>	<b>\$ 431,310.00</b>
Indirect / F&A (9600)	\$ 168,992.00
<b>TOTAL PROJECT</b>	<b>\$ 600,302.00</b>

FRS Screen 8 Subcode Edits		
Low	High	
8000	8999	Y
* N- objects not allowed * Y- object allowed		
ABR Rule for Budget: <u>9</u> See Screen 804		

Purchasing Cards
Sponsor requires copies of receipts to be sent to the C&G Office
Yes <u>    </u> No <u>    </u>

Other Information:
Subcontracts: <u>    </u>
Reports Due: <u>    </u>

Notes: Pam - Create support account using project no. 9265 for each PIs budget breakdown.

Contract Administrator:      Prepared by: Alice Conchola *AC*

cc: Dr. D. Baltensperger - Unit Director

**FAXED**  
 NOV 28 2007  
**EMAILED**  
 Agriculture Programs  
 Contracts and Grants

**SCANNED IN**  
 NOV 28 2007  
 Acct. # 405289 - agreement  
 0803 TAES

Release

**RUSH  
RUSH**

Research Admin.  
Diane Gilliland

Director  
E.A. Murano / E. Smith  
TAES TCE

**CONTRACT ROUTING SLIP**

405289/405290/405291/405292

Log # 0397/08

Duration: 10/1/07-3/30/11 p. 9265

System Part 06

Proposal # 08-00045

Type of Instrument: MOA

Project Title: Identification and Enhancement of Texas Oilseed Crops for

SPONSOR Chevron Technology Ventures

SPR-Scr. 112: IDC Freq M

Level L1

Justification J1

AWARD #

PI T. Miller D. Baltensperger

Scr. 122: Activity IA

DEPT Scsc

Sci and Eng Field 26

CO-PI

NSF Category

AMOUNT ~~\$6,220,285.00~~ 913,356

Spec Area Interest 3B

INDIRECT COST RATE 45.5% TDC

Character of Work 4A

Selection Process SA

BILLING:

FDP

Paid \$ \_\_\_\_\_

Source of Funds 07

Check #

Effort Code DRS

Lump Sum

CFDA #

Installment

Reimbursable MO., QTR., YR FRS- Scr. 9 Billing Rev. Code 0255

Special univ. @ beginning each year for yearly amt.

REPORTING REQUIREMENTS :

BUDGET: DIRECT \$ \_\_\_\_\_  
 SALARIES \$ \_\_\_\_\_  
 FRINGE \$ \_\_\_\_\_  
 TRAVEL \$ \_\_\_\_\_  
 SUPPLIES \$ \_\_\_\_\_  
 OTHER \$ \_\_\_\_\_  
 EQUIPMENT \$ \_\_\_\_\_  
 Total DIRECT COSTS \$ \_\_\_\_\_  
 IDC \$ \_\_\_\_\_  
 TOTAL \$ \_\_\_\_\_

*See list up envelopes*

COST SHARING :

C/S FAMIS # \_\_\_\_\_

DIRECT \$ \_\_\_\_\_

IDC \$ \_\_\_\_\_

UNRECOVERED

IDC \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

REMAINING FUNDS

RETAINED

RETURNED:

N/A

Scr 44: Default Category Control N W R

Subcontract:  Copy to Bill H.: \_\_\_\_\_

Scr 8: COMMENTS \_\_\_\_\_

Monday, October 22, 2007

P2 10/20/07 DHL#72382217246 22 11/19/07

## TAES/ TEES – Chevron Technology Ventures Research Grant Cover Sheet

Send to: [bavant@tamu.edu](mailto:bavant@tamu.edu)

Program Information	
<b>Program Title</b>	Texas A&M BioEnergy Alliance – Chevron 2007 Research Program
<b>Agreement Name</b>	Cooperative Research Agreement
<b>Sponsor Name</b>	Chevron Technology Ventures, a division of U.S.A. Inc (CTV)
<b>Prelim Proposal Due Date</b>	Oct 1, 2007 (required)
<b>Full Proposal Due Date</b>	Oct 9, 2007 (by invitation only)
<b>Proposal Type</b>	Research Proposal
Principal Investigator(s)	
<b>Project Title</b>	Identification & Enhancement of Texas Oilseed Crops for [REDACTED]
PI #1. Name	
<b>PI #1. Name</b>	David Baltensperger
<b>Title</b>	Professor and Head
<b>Department</b>	Soil and Crop Sciences Dept
<b>Telephone</b>	979-845-3041
<b>Fax</b>	979-845-0456
<b>e-mail Address</b>	dbaltensperger@ag.tamu.edu
PI #2. Name	
<b>PI #2. Name</b>	Travis Miller
<b>Title</b>	Professor and Associate Head
<b>Department</b>	Soil and Crop Sciences Dept
<b>Telephone</b>	979-845-4008
<b>Fax</b>	979-845-0456
<b>e-mail Address</b>	TMiller@ag.tamu.edu
<b>Project Part A -Period</b>	A. Start Date: October 2007 B. End Date: March 30, 2011
<b>Amount Requested (Total)</b>	\$5,220,285
<b>Budget Amount (per year)</b>	Year 1: \$1,002,328 (note: 1 year from award date)
	Year 2: \$1,147,755
	Year 3: \$1,359,806
	Year 4: \$1,383,575
	Year 5: \$326,821 (Note: Contract Ending Date: April 09 2011)
<b>Co-PI &amp; Senior Personnel</b>	
<b>Project Brief Summary</b>	This is a [REDACTED]
	Carol Rhodes <a href="mailto:cj-rhodes@tamu.edu">cj-rhodes@tamu.edu</a>



Chevron Technology Ventures, a Division of Chevron U.S.A. Inc.  
Ms. Emily Robbins, Contracts Paralegal  
3901 Briarpark Drive  
Houston, TX 77042  
713.954.6835  
Fax 713.954.6388  
EmilyRobbins@chevron.com

November 16, 2007

Diane M. Gilliland  
Texas Agricultural Experiment Station  
2147 TAMU  
College Station, TX 77843

Dear Ms. Gilliland:

Enclosed you will find a fully executed copy of the Research Specification Order #1 between Chevron Technology Ventures and Texas Agricultural Experiment Station. Please retain for your records.

Thank you for your cooperation in this matter, if you have any questions, you may reach me at 713.954.6835.

Sincerely,

  
Emily Robbins

Enclosure: as stated

**From:** Diane Gilliland  
**To:** Curtice, Danielle  
**Date:** 10/17/2007 3:35 PM  
**Subject:** Fwd: FW: TAMU Research Specification Order #1  
**Attachments:** TAMU Contract Exhibit #1.pdf

FYI, log and hold.  
dg

>>> "Penn, Nancye B" <[npenn@tamu.edu](mailto:npenn@tamu.edu)> 10/17/2007 9:55 AM >>>

Diane,

This is the contract from Chevron that we just spoke about. It will also need to have internal routing through TCE. Give Dr. Dugas a call with questions.

Nancye



----- Original Message -----

**From:** Robbins, Emily [Venturi] <[EmilyRobbins@chevron.com](mailto:EmilyRobbins@chevron.com)>  
**To:** Avant, Bob  
**Cc:** Mirkovic, Vesna <[Vesna.Mirkovic@chevron.com](mailto:Vesna.Mirkovic@chevron.com)>; Clemons, Kendra D <[KClemons@chevron.com](mailto:KClemons@chevron.com)>; Long, Michelle Y. (YLON) (MYLong) <[MYLong@chevron.com](mailto:MYLong@chevron.com)>  
**Sent:** Fri Oct 12 14:29:24 2007  
**Subject:** TAMU Research Specification Order #1

Mr. Avant:

Please find attached Research Project Specification Order #1 between Chevron Technology Ventures and Texas Agricultural Experiment Station/Texas Engineering Experiment Station. Please print out two originals, have both executed, and return to me at the address below. Please also include the invoice for the first payment. Upon final execution, I will forward a fully executed original to you for your records.

Thank you for your cooperation in this matter, if you have any questions, you may reach me at 713.954.6835.

<<TAMU Contract Exhibit #1.pdf>>

Regards,

Emily Robbins

Contracts Paralegal  
Chevron Technology Ventures, a division of Chevron U.S.A. Inc.  
3901 Briarpark Drive, BP 625  
Houston, TX 77042

713.954.6835  
713.954.6388 fax  
[emilyrobbins@chevron.com](mailto:emilyrobbins@chevron.com)

Warning! This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient or the person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any

of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please notify us by telephoning the number above and destroy the original transmission and its attachments without reading them. Thank you.

**From:** "Avant, Bob" <bavant@tamu.edu>  
**To:** "Bridges, Brenda" <bridges@tamu.edu>, "Penn, Nancye B" <npenn@tamu.edu>,...  
**CC:** "McCutchen, Bill" <bmccutchen@tamu.edu>, "Baltensperger, David" <dbalten...  
**Date:** 10/16/2007 10:14 AM  
**Subject:** Fw: Oilseeds Proj.

Have any of you seen this contract yet? Chevron sent it out yesterday. It should show up at JKW or Contracts and Grants.

Please get it into our signature process.  
 Bob Avant



----- Original Message -----

**From:** Long, Michelle Y. (YLON) (MYLong) <MYLong@chevron.com>  
**To:** Avant, Bob  
**Sent:** Tue Oct 16 09:32:03 2007  
**Subject:** Re: Oilseeds Proj.

The packet will be coming to your office and your attention. Once you've routed at TAMU for the appropriate signatures, send it back to Vesna Mirkovic (along with an invoice) for our signatures. She will then send the final copy to you.  
 The documents were sent on Monday.

-----  
 Michelle Y. Long

----- Original Message -----

**From:** Avant, Bob <bavant@tamu.edu>  
**To:** Long, Michelle Y. (YLON) (MYLong)  
**Sent:** Tue Oct 16 07:27:38 2007  
**Subject:** Oilseeds Proj.

Do you know when the oilseeds project will clear Chevron sign off? I want to alert my guys to be looking for it. And where will it be routed?

Bob Avant





**From:** Diane Gilliland  
**To:** Curtice, Danielle  
**CC:** Mark Andrews  
**Date:** 10/16/2007 12:22 PM  
**Subject:** Fwd: Fw: Oilseeds Proj.  
**Attachments:** Fw: Oilseeds Proj.

Danielle,  
When this come in, it will be a rush. We have already reviewed the contract, so there shouldn't be any issues.  
Thanks.  
dg

From: Danielle Curtice  
To: Penn, Nancye  
Date: 10/29/2007 1:56 PM  
Subject: Chevron Agreement  
Attachments: Chevron Contract Exhibit #1.pdf

Nancye,

Attached please find a PDF copy of the agreement with Chevron for the project entitled "Identification and Enhancement of Texas Oilseed Crops for [REDACTED]"

Upon approval, please have Dr. McCutchen sign two copies. Once signed, please let us know and we will have someone come over and pick up the originals.

Thank you,  
Danielle Curtice

Danielle R. Curtice  
Staff Assistant  
Contracts & Grants  
The Agriculture Program  
(p) 979-845-4781  
(f) 979-862-7775  
drcurtice@ag.tamu.edu



# TEXAS A&M AGRICULTURE

Administrative Services  
2147 TAMU  
College Station, TX 77843-2147  
t. 979-845-7879 f. 979-845-0365

The Texas A&M University System

October 30, 2007

Michelle Long  
Chevron Technology Venture  
3901 Briarpark Drive  
Houston, Texas 77042  
713-954-6053

**SUBJECT: Research Grant  
Dr. Travis Miller and Dr. David Baltensperger, our PI's**

Dear Ms. Long:

Enclosed please find a copy of the partially executed agreement for the agreement related to the project entitled "Identification and Enhancement of Texas Oilseed Crops for [redacted]"

Upon approval, please have your authorized representative sign and return a fully executed copy to my attention at:

Texas Agricultural Experiment Station  
Contracts and Grants, The Agriculture Program  
2147 TAMU  
College Station, Texas 77843-2147.

If you have any questions, please contact Mark Andrews at (phone) 979-845-4782 or (e-mail) [me-andrews@tamu.edu](mailto:me-andrews@tamu.edu). We appreciate the opportunity for cooperative research and trust the results will be mutually beneficial. If we can be of further assistance, please let us know.

Sincerely,

*Danielle R Curtice*  
for Diane M. Gilliland  
Assistant Director for Research Administration  
Agriculture Program

DMG/sea  
Enclosures

xc: Dr. T. Miller  
Dr. D. Baltensperger  
Dr. B. McCutchen  
Pam Wilhelm

*Teaching • Research • Extension • Service*

[ ] release



# TEXAS A&M AGRICULTURE


The Texas A&M University System

Administrative Services  
2147 TAMU  
College Station, TX 77843-2147  
t. 979-845-7879 f. 979-845-0365

## Texas Agricultural Experiment Station

INVOICE NUMBER M0397/08

TO: Michelle Long  
Chevron Technology Venture  
1901 Briarpark Drive  
Houston, Texas 77042

DATE	DESCRIPTION	AMOUNT
11/9/2007	Request for year 1 funding for the project entitled "Identification and Enhancement of Texas Oilseed Crops for [redacted] under the direction of Dr. Travis Miller and Dr. David Baltensperger	\$1,002,328.00
	<b>Payment</b>	<b>Total Amount Due</b>
		\$1,002,328.00
Please make payment payable to The Texas Agricultural Experiment Station. If you have any questions, please call our Contracts and Grants Office at 979/845-4782.		
Approved:	 Mark Andrews Contract Administrator	

Remit to Address: Texas Agricultural Experiment Station, TAMUS  
The Ag Program Contracts and Grants Office  
2147 TAMU  
College Station, TX 77843-2147

Teaching • Research • Extension • Service

College  
Texas A&M University  
College of Agriculture and Life Sciences

Agencies  
Texas Agricultural Experiment Station  
Texas Forest Service

Agencies  
Texas Cooperative Extension  
Texas Veterinary Medical Diagnostic Laboratory

From: Danielle Curtice  
To: mylong@chevron.com  
CC: Avant, Bob; Gilliland, Diane; Miller, Travis  
Date: 11/9/2007 4:23 PM  
Subject: Fwd: Re: Oilseeds  
Attachments: Invoice M0397-08.pdf

Michelle,

Attached please find invoice # M0397/08 related to the project entitled "Identification and Enhancement of Texas Oilseed Crops for [REDACTED] Please feel free to contact us if you have any questions or concerns.

If possible, we would appreciate it if you would fax or e-mail us a copy of the fully executed signature page from the agreement for our files.

Thank you,  
Danielle Curtice

Danielle R. Curtice  
Staff Assistant  
Contracts & Grants  
The Agriculture Program  
(p) 979-845-4781  
(f) 979-862-7775  
drcurtice@ag.tamu.edu

>>> Diane Gilliland 11/9/2007 3:59 PM >>>

>>> "Long, Michelle Y. (YLON) (MYLong)" <MYLong@chevron.com> 11/9/2007 3:09 PM >>>

Certainly, Travis.  
Bhaskar just arrived stateside late last night. He and I will meet on Monday for de-brief. He will prepare a trip report, and I will forward a copy to you and David for your review.  
Secondly, we did receive the signed documents from TAMU and CTV has signed as well. However, we did not receive the invoice from TAMU, which I will sign for payment. Vesna confirmed that today. I have to advise Bob so we can get it and pay. That is only the only hold up. Should have it by early next.

-----  
Michelle Y. Long

----- Original Message -----

From: Travis Miller <td-miller@tamu.edu>  
To: Long, Michelle Y. (YLON) (MYLong)  
Sent: Fri Nov 09 12:07:11 2007  
Subject: Oilseeds

Michelle;  
I hope Bhaskar has had a good trip to India. I will be interested in hearing what the Indian scientists had to say on jatropha germplasm.

Many of our department just returned from New Orleans where we attended the American Society of Agronomy meetings. This is our prime opportunity to recruit graduate students and technical help for upcoming projects, some of which are the proposed Chevron Venture Technologies oilseeds projects. We interviewed many students for positions related to these oilseed projects. When we last visited, you indicated that this proposal was being hand carried through Chevron legal. I hate to bother you with this, but could you give me an update so that I can tell our scientists where we stand on making these hires?

Thanks.  
Travis

Travis D. Miller

Professor, Texas Cooperative Extension Program Leader and  
Associate Head for Soil and Crop Sciences  
434F Heep Center  
2474 Texas A&M University  
College Station, TX 77843-2474

phone: 979.845-4808

fax: 979.845-0456

e-mail: [td-miller@tamu.edu](mailto:td-miller@tamu.edu)

web site <http://soilcrop.tamu.edu> <<http://soilcrop.tamu.edu/>>



November 14, 2007

Account #: \_\_\_\_\_  
Company Texas A&M

To whom it may concern:

For your records and information, please forward all future invoices to that name and address with attention to the person who placed the order. For future correspondence, please ignore our A/P's address in California. If not ignored, this will delay the processing of your invoice(s).

Please let me know if you have any questions.

Sincerely,

Genoveva S. Trevino  
Federal tax id: 25-0527925 (Chevron USA)  
For Credit References, please use our Dunn and Bradstreet #'s 142542088

Bill-to and bill-to:  
Chevron Technology Ventures  
A division of Chevron USA  
3901 Brair Park Drive  
Houston, TX 77042  
Attn: Michele Long

*This message may contain confidential information and is intended only for the use of the parties to whom it is addressed. If you are not an intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any information in this message is strictly prohibited. If you have received this message in error, please notify me immediately at the telephone number indicated below.*

**From:** Danielle Curtice  
**To:** GenovevaTrevino@chevron.com  
**Date:** 11/16/2007 11:17 AM  
**Subject:** Supplier Information Form- Texas A&M BioEnergy Alliance  
**Attachments:** Chevron Supplier Info Form.pdf

Dear Ms. Trevino,

Attached please find a completed supplier information form for the Texas Agricultural Experiment Station.

Please let me know if you require anything further.

Danielle Curtice

Danielle R. Curtice  
Staff Assistant  
Contracts & Grants  
The Agriculture Program  
(p) 979-845-4781  
(f) 979-862-7775  
drcurtice@ag.tamu.edu



# Supplier Information Form

# ChevronTexaco

**NOTE:** If you are not a business concern, this form was sent to you in error. Please write NOT APPLICABLE across the form and return in the attached envelope. We apologize for any inconvenience this may have caused.

Business Name (as reported to the U.S. Government) The Texas Agricultural Experiment Station

Type of Business (check one)  Manufacturing  Construction  Distributor  Service  Broker  Other  State Agency

E-mail ID d-gilliland@tamu.edu WWW Page http://taes.tamu.edu DUNS No. 84-720-5713

Business Address 2147 TAMU College Station Texas 77843-2147  
Street Address City State Zip Code

Remittance Address (if different from Business Address) Street Address City State Zip Code

Contact Person Diane Gilliland Title Asst. Dir. for Research Admin. Phone & Fax Nos. (p) 979-845-4761  
(f) 979-862-7775

Date Business Was Established (Day, Month, Year) 7/2/1862 No. of Employees 1,600 Gross Annual Sales for the Most Recent Year (20\_\_ ) n/a

Does your company accept MasterCard?  Yes  No IRS Employer's Federal Identification No. 74-6000541

Geographical Service Area (check one only)  I - International  N - National  R - Regional  L - Local

If regional or local, please specify city or state: \_\_\_\_\_

**Business Classification** (See definition on reverse side of this form)

In accordance with Government regulations and prime contract requirements, we are required to verify the business size and classification of our suppliers and potential suppliers. THE RESPONSIBILITY OF DETERMINING CLASSIFICATION TYPE FOR YOUR BUSINESS IS YOURS. If you have any questions, please contact your U.S. Small Business Administration (SBA) office ([www.sba.gov](http://www.sba.gov)). PLEASE CHECK ALL APPROPRIATE BOXES IN SECTIONS A through D.

**SECTION A: Business:**  Small Business  Large Business

**SECTION B: Organization/Ownership Data:**  Woman-Owned  Minority-Owned (fill out Section C)  Veteran-Owned  Service-Disabled Veteran Owned

**SECTION C: Minority Groups:**  African American  Hispanic-American  Asian-Pacific American  Native American  Other per SBA g/l

**SECTION D: Certification** – Proof of certification must be submitted along with this form.

	Case No.	Effective Date	Expiration Date	Certification Agency
1) SBA 8(a)	_____	_____	_____	_____
2) Small Disadvantaged Business	_____	_____	_____	_____
3) HUB Zone	_____	_____	_____	_____
4) Women Business Enterprise	_____	_____	_____	_____
5) Minority Business Enterprise	_____	_____	_____	_____

**Products & Services Data**

Capabilities Narrative: Research/Education in many disciplines.

Special Equipment/Materials: \_\_\_\_\_

**IMPORTANT:** Please refer to the SBA North American Industry Classification System (NAICS) found in the SBA web site: [www.sba.gov](http://www.sba.gov)


Primary NAICS Code: 541710 Other NAICS Codes (max 5) \_\_\_\_\_

This will certify to ChevronTexaco that I have read the requirements and definitions cited on the reverse and the company classification I have selected is true and correct. Under 15 U.S.C.A., Section 645(d), any person who misrepresents the status of any concern or person as a "small business concern" or "small business concern owned and controlled by socially and economically disadvantaged individuals", sometimes referred to herein as a "small disadvantaged business concern", or a "small business concern owned and controlled by women", in order to obtain for itself or another person any subcontract that is to be included as part or all of a goal contained in a subcontracting plan required pursuant to Section 8(d) of the Federal Small Business Act (the "Act"), Section 637(d) of 15 U.S.C.A., or any other provision of Federal law that specifically references Section 8(d) of the Act for a definition of program eligibility, shall –

- (A) be punished by imposition of a fine, imprisonment, or both;
- (B) be subject to administrative remedies, including suspension and debarment; and
- (C) be ineligible for participation in programs conducted under the authority of the Act (FAR 52.219-1) (DFARS 252.219-7000)

I will advise ChevronTexaco if our classification should change.

Business (Type or Print) Texas Agricultural Experiment Station

Certified by  Printed Name Diane M. Gilliland  
Signature Required

Title Asst. Director for Research Admin. Date 11-16-07

---

### Chevron Year 1 Set Up

Project 1- [REDACTED]

Salaries/Fringe	\$321,110.00
Supplies	\$11,600.00
Travel	\$18,700.00
Other	\$36,900.00
Equipment	\$43,000.00
<b>Total Direct</b>	<b>\$431,310.00</b>
<i>IDC</i>	<i>\$168,992.00</i>
<b>TOTAL</b>	<b>\$600,302.00</b>

- \* 1 SPR award number
- \* 5 FRS accounts - one for each project
- \* Project Numbers for each individual

Project 2- [REDACTED]  
begins in Year 2

Salaries/Fringe	
Supplies	
Travel	
Other	
Equipment	
<b>Total Direct</b>	
<i>IDC</i>	
<b>TOTAL</b>	<b>\$0.00</b>

Project 5- [Environmental, Energy and Economic Assessment]

Salaries/Fringe	\$17,417.00
Supplies	\$2,000.00
Travel	\$500.00
Other	\$65,000.00
Equipment	
<b>Total Direct</b>	<b>\$84,917.00</b>
<i>IDC</i>	<i>\$38,637.00</i>
<b>TOTAL</b>	<b>\$123,554.00</b>

Project 3- [REDACTED] [Breeding]

Salaries/Fringe	
Supplies	
Travel	
Other	\$30,000.00
Equipment	
<b>Total Direct</b>	<b>\$30,000.00</b>
<i>IDC</i>	<i>\$0.00</i>
<b>TOTAL</b>	<b>\$30,000.00</b>

All Projects- Year 1

Total Direct	\$765,727.00
<i>IDC</i>	<i>\$207,629.00</i>
<b>TOTAL</b>	<b>\$973,356.00</b>

below allocation by \$28,972.00

Project 4- [REDACTED] [Testing and Development]

Salaries/Fringe	
Supplies	
Travel	
Other	
Equipment	\$219,500.00
<b>Total Direct</b>	<b>\$219,500.00</b>
<i>IDC</i>	<i>\$0.00</i>
<b>TOTAL</b>	<b>\$219,500.00</b>

Breakdown for SPR 114

	PI	Dept.	Amount
1	D. Baltensperger	SCSC	\$378,308.50
2	J. Heitholt	DALL	\$14,348.50
2	J. Sloan	DALL	\$14,348.50
2	B. Bean	AMAR	\$28,692.00
2	C. Trostle	LUBB	\$27,671.50
2	D. Foster	LUBB	\$27,671.50
2	W.J. Grichar	CORP	\$28,692.00
2	R. Wiedenfeld	WESL	\$28,692.00
2	T. Baughman	VERN	\$28,692.00
2	T. Miller	SCSC	\$166,339.50
2	J. Blumenthal	SCSC	\$71,764.50
2	G. Morgan	SCSC	\$71,764.50
2	L. Tarpley	BEAU	\$28,692.00
2	D. Fromme	UVAL	\$14,348.50
2	G. Piccinni	UVAL	\$14,348.50
2	A. Kemanian	TEMP	\$28,982.00
	TOTAL Funds		\$973,356.00

[ ] Release

release

TAE  
SCSC  
40528

Contracts/Grants  
Dianne Tanner

Research Admin.  
Diane Gilliland

Director  
M. Hussev / E. Smith  
Research Extension

### CONTRACT ROUTING SLIP

New  
 Continuation - Account : 405289

Log # 2116/08  
405289-Amend

Funding Type: NON-FED Duration: \_\_\_\_\_

System Part 06

Type of Instrument: Amendment No. 1

Proposal # \_\_\_\_\_

Project Title: Identification & Enhancement of Oil seed Crops for [REDACTED]

SPONSOR Chevron Technology Ventures

SPR-Scr. 112: IDC Freq \_\_\_\_\_  
Level \_\_\_\_\_  
Justification \_\_\_\_\_

AWARD # \_\_\_\_\_

PI D. Baltensperger T. Miller

Scr. 122: Activity \_\_\_\_\_

DEPT Scsc

Sci and Eng Field \_\_\_\_\_

CO-PI \_\_\_\_\_

NSF Category \_\_\_\_\_

AMOUNT .00

Spec Area Interest \_\_\_\_\_

INDIRECT COST RATE \_\_\_\_\_

Character of Work \_\_\_\_\_

BILLING:

Selection Process \_\_\_\_\_

Paid \$ \_\_\_\_\_  
Check # \_\_\_\_\_

Source of Funds \_\_\_\_\_

Lump Sum

Effort Code \_\_\_\_\_

Installment

CFDA # \_\_\_\_\_

Reimbursable    MO.,    QTR.,    YR

FRS- Scr. 9 Billing Rev. Code \_\_\_\_\_

Special \_\_\_\_\_

REPORTING REQUIREMENTS : \_\_\_\_\_

BUDGET: DIRECT	\$	_____
SALARIES	\$	_____
FRINGE	\$	_____
TRAVEL	\$	_____
SUPPLIES	\$	_____
OTHER	\$	_____
EQUIPMENT	\$	_____
Total DIRECT COSTS	\$	_____
IDC	\$	_____
TOTAL	\$	_____

COST SHARING :

C/S FAMIS # \_\_\_\_\_

DIRECT \$ \_\_\_\_\_

IDC \$ \_\_\_\_\_

UNRECOVERED IDC \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

REMAINING FUNDS

RETAINED

RETURNED:

N/A

**SCANNED IN**

APR 01 2009

Acct. # 405289-Amend

*09042AES*

Upfront Funds: \_\_\_\_\_ Copy to Charles N.: \_\_\_\_\_

Scr 44: Default Category Control    N    W    R

Subcontract: \_\_\_\_\_ Copy to Bill H.: \_\_\_\_\_

Scr 8: COMMENTS \_\_\_\_\_

Tuesday, August 05, 2008

**AMENDMENT No. 1**  
**To the Research Agreement**  
**Between Chevron Technology Ventures**  
**and**

**Texas Agricultural Experiment Station ("TAES") and the Texas Engineering Experiment Station ("TEES")**  
**Dated April 9, 2007**

WHEREAS, as of January 1<sup>st</sup> 2008, the Texas Agricultural Experiment Station ("TAES") now conducts business as Texas AgriLife Research of the Texas A&M University System;

WHEREAS, the parties wish to amend the terms of the Agreement relating to Confidential Information;

NOW, THEREFORE, This Amendment ("Amendment") to the above named Research Agreement ("Agreement") is made and entered into by and between Chevron Technology Ventures, a Division of Chevron U.S.A. Inc. (hereinafter "CTV") and Texas AgriLife Research of the Texas A&M University System (hereinafter "Texas AgriLife"), effective as of July 10, 2008.

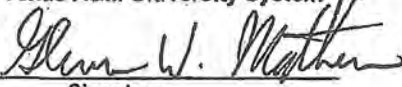
In consideration of the mutual promises between the parties and for valuable consideration, the parties agree as follows:

1. **Company Name Change.** As a result of this amendment, references in the Agreement to the Texas Agricultural Experiment Station or TAES, shall be construed as references to Texas AgriLife.
2. Section 6.2.1.1 of the Agreement is amended as follows: Delete the first sentence and replace with "CTV or CTV's Affiliates may from time to time disclose confidential information to BioEnergy Alliance and/or BioEnergy Alliance Personnel in connection with or in anticipation of a Research Project."
3. Section 6.2.2.1 of the Agreement is amended as follows: Delete the first sentence and replace with "BioEnergy Alliance may from time to time disclose confidential information to CTV and/or CTV Personnel in connection with or in anticipation of a Research Project."
4. All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Amendment to be executed by their duly authorized representatives.

**BIOENERGY ALLIANCE:**

**TEXAS ENGINEERING EXPERIMENT STATION**  
**Of The Texas A&M University System**

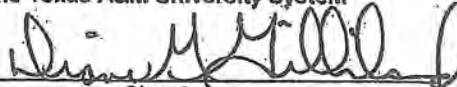
By:   
Signature

Glenn W. Mathews  
(Print or type name)

Title: TEES Contracting Officer

Date: August 5, 2008

**TEXAS AGRILIFE RESEARCH**  
**of The Texas A&M University System**

By:   
Signature

Diane M. Gilliland  
(Print or type name)

Title: Asst. Director for Research Admin

Date: August 5, 2008

**CHEVRON TECHNOLOGY VENTURES,**  
**a division of Chevron U.S.A. Inc.**

By:   
Signature

JEFFREY M. JACOBS  
(Print or type name)

Title: VP, Biofuels & Hydrogen

Date: 3/5/09

**From:** Erin Kinne <ekinne@tamu.edu>  
**To:** Diane Gilliland <d-gilliland@tamu.edu>  
**Date:** 3/16/2009 9:33 AM  
**Subject:** Fully Executed Copy- Amendment No. 1 to Research Agreement C07-00501  
**Attachments:** C07-00501 Amd 1.pdf

Diane,

I have attached a fully executed copy of Amendment No. 1 to Research Agreement C07-00501, between Chevron, Texas Agrilife and TEES. Please let me know if you have any questions.

Thank you,

Erin

Erin Kinne  
Contract Negotiator  
Office of Sponsored Research  
Texas Engineering Experiment Station  
The Texas A&M University System  
TAMU Mail Stop 3000  
1470 William D. Fitch Parkway  
College Station, TX 77845-4645  
979-458-7482 phone  
979-458-7619 fax  
ekinne@tamu.edu

Diane Gilliland - RE: Chevron Amendment

*sent to sponsor*

**From:** "Clemons, Kendra D" <KClemons@chevron.com>  
**To:** "Glenn Mathews" <gmathews@tamu.edu>  
**Date:** 8/6/2008 10:04 AM  
**Subject:** RE: Chevron Amendment  
**CC:** "Diane Gilliland" <d-gilliland@tamu.edu>

8-6-08

Thank you very much.

Regards,  
Kendra

---

**From:** Glenn Mathews [mailto:gmathews@tamu.edu]  
**Sent:** Tuesday, August 05, 2008 1:28 PM  
**To:** Clemons, Kendra D  
**Cc:** Diane Gilliland  
**Subject:** FW: Chevron Amendment

Kendra,

Sorry, here is the correct attachment.

Glenn

Glenn W. Mathews  
Director, Office of Sponsored Research  
TEES Contracting Officer  
Texas Engineering Experiment Station  
1470 William D. Fitch Pkwy

College Station, TX 77845-4645  
phone: 979-458-7634  
fax: 979-458-7619

email: gmathews@tamu.edu

---

**From:** Glenn Mathews  
**Sent:** Tuesday, August 05, 2008 1:26 PM  
**To:** 'KClemons@chevron.com'  
**Cc:** 'Diane Gilliland'  
**Subject:** FW: Chevron Amendment

Kendra,

Attached is the amendment signed by AgriLife Science and TEES. Please sign and email a signed copy to Diane and me.  
Thanks.

Regards,

Glenn



Glenn W. Mathews  
Director, Office of Sponsored Research  
TEES Contracting Officer  
Texas Engineering Experiment Station  
1470 William D. Fitch Pkwy

College Station, TX 77845-4645  
phone: 979-458-7634  
fax: 979-458-7619

email: gmathews@tamu.edu

---

**From:** Diane Gilliland [mailto:d-gilliland@tamu.edu]  
**Sent:** Tuesday, August 05, 2008 11:20 AM  
**To:** Glenn Mathews  
**Subject:** Chevron Amendment

Hi, Glen,

Chevron needs to modify the Master Agreement to include future confidential disclosures. Would you please sign the attached and send on to Kendra with a copy to me?

Thanks.

Diane.

-----Original Message-----

**From:** Clemons, Kendra D  
**Sent:** Thursday, July 10, 2008 7:18 PM  
**To:** 'd-gilliland@tamu.edu'  
**Cc:** Stokley, Linda (LStokley); Patangia, Melissa; Long, Michelle Y. (YLON) (MYLong); Mirkovic, Vesna; 'sabrinaallan@tamu.edu'; 'PShuerman@tamu.edu'  
**Subject:** RE: TAMU  
**Importance:** High

Dear Ms. Gilliland,

Attached, please find the proposed amendment discussed between Peter Schuerman and Melissa Patangia below. If the document meets with your approval, please secure signatures on behalf of Texas AgriLife and TEES, and return two originals to me at the address below.

If you wish, for purposes of expediting signature, you may also send a pdf of the document with your signatures, which we can then sign and return to you by email as well.

Regards,

Kendra Clemons

Contracts Manager  
Chevron Technology Ventures

file://C:\Documents and Settings\Diane Gilliland\Local Settings\Temp\XPgrpwise\4899771FTxAgPrgDo... 8/13/2008

a division of Chevron U.S.A. Inc.  
3901 Briarpark  
Houston, TX 77042-5301  
Tel: 713.954.6239

Warning! This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient or the person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please notify us by telephoning the number above and destroy the original transmission and its attachments without reading them. Thank you.

-----Original Message-----

From: Schuerman, Peter L. [mailto:PSchuerman@tamu.edu]  
Sent: Wednesday, July 09, 2008 12:40 PM  
To: Patangia, Melissa  
Cc: Diane Gilliland  
Subject: RE: need for a confidentiality agreement - protecting mutual interests

Melissa,

Could not be more elegant and perfect. I agree. Could I ask you to prepare the amendment and send to us? We will have to get both AgriLife and TEES to sign so anything you can do to expedite this would be greatly appreciated, since we might take a day or two to get this done.

I've copied Diane Gilliland, to whom you should direct the amendment. Let me know if this all works for you.

Best regards,

-Peter Schuerman  
-sent from phone: 979.571.1816

-----Original Message-----

From: "Patangia, Melissa" <MELISSA.PATANGIA@chevron.com>  
To: "Schuerman, Peter L." <PSchuerman@tamu.edu>  
Cc: "sabrinaallan@tamu.edu" <sabrinaallan@tamu.edu>  
Sent: 7/9/08 10:59 AM  
Subject: RE: need for a confidentiality agreement - protecting mutual interests

Hi Peter.

We propose to amend the confidential information section (6.2) to read as follows: "in connection with or in anticipation of a Research

file://C:\Documents and Settings\Diane Gilliland\Local Settings\Temp\XPgrpwise\4899771FTxAgPrgDo... 8/13/2008

Project."

What do you think of this amendment?

Thanks.  
Melissa

From: "Clemons, Kendra D" <KClemons@chevron.com>  
 To: <d-gilliland@tamu.edu>  
 Date: 8/4/2008 4:59 PM  
 Subject: FW: TAMU  
 Attachments: Amendment 1\_Research Agreement\_TAMU\_CTV 07 10 08.DOC

*Tenny,  
 This replaces  
 log # 2116  
 Thanks  
 dg*

Per our discussion today, here is the amendment that we discussed, that needs to be executed.

Let me know if I can be of further assistance, or if you have any questions or concerns. Thanks!

Regards,  
 Kendra

-----Original Message-----

From: Clemons, Kendra D  
 Sent: Thursday, July 10, 2008 7:18 PM  
 To: 'd-gilliland@tamu.edu'  
 Cc: Stokley, Linda (LStokley); Patangia, Melissa; Long, Michelle Y. (YLO) (MYLong); Mirkovic, Vesna; 'sabrinaallan@tamu.edu'; 'PShuerman@tamu.edu'  
 Subject: RE: TAMU  
 Importance: High

Dear Ms. Gilliland,

Attached, please find the proposed amendment discussed between Peter Schuerman and Melissa Patangia below. If the document meets with your approval, please secure signatures on behalf of Texas AgriLife and TEES, and return two originals to me at the address below.

If you wish, for purposes of expediting signature, you may also send a pdf of the document with your signatures, which we can then sign and return to you by email as well.

Regards,

Kendra Clemons

Contracts Manager  
 Chevron Technology Ventures  
 a division of Chevron U.S.A. Inc.  
 3901 Briarpark  
 Houston, TX 77042-5301  
 Tel: 713.954.6239

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you.

-----Original Message-----

From: Schuerman, Peter L. [mailto:PSchuerman@tamu.edu]  
Sent: Wednesday, July 09, 2008 12:40 PM  
To: Patangia, Melissa  
Cc: Diane Gilliland  
Subject: RE: need for a confidentiality agreement - protecting mutual interests

Melissa,

Could not be more elegant and perfect. I agree. Could I ask you to prepare the amendment and send to us? We will have to get both AgriLife and TEES to sign so anything you can do to expedite this would be greatly appreciated, since we might take a day or two to get this done.

I've copied Diane Gilliland, to whom you should direct the amendment. Let me know if this all works for you.

Best regards,

-Peter Schuerman  
-sent from phone: 979.571.1816

-----Original Message-----

From: "Patangia, Melissa" <MELISSA.PATANGIA@chevron.com>  
To: "Schuerman, Peter L." <PSchuerman@tamu.edu>  
Cc: "sabrinaallan@tamu.edu" <sabrinaallan@tamu.edu>  
Sent: 7/9/08 10:59 AM  
Subject: RE: need for a confidentiality agreement - protecting mutual interests

Hi Peter.

We propose to amend the confidential information section (6.2) to read as follows: "in connection with or in anticipation of a Research Project."

What do you think of this amendment?

Thanks.  
Melissa

**From:** "Glenn Mathews" <gmathews@tamu.edu>  
**To:** <KClemons@chevron.com>  
**CC:** "Diane Gilliland" <d-gilliland@tamu.edu>  
**Date:** 8/5/2008 1:35 PM  
**Subject:** FW: Chevron Amendment  
**Attachments:** 20080805131954224.pdf

Kendra,

Sorry, here is the correct attachment.

Glenn

Glenn W. Mathews  
Director, Office of Sponsored Research  
TEES Contracting Officer  
Texas Engineering Experiment Station  
1470 William D. Fitch Pkwy

College Station, TX 77845-4645  
phone: 979-458-7634  
fax: 979-458-7619

email: gmathews@tamu.edu

---

From: Glenn Mathews  
Sent: Tuesday, August 05, 2008 1:26 PM  
To: 'KClemons@chevron.com'  
Cc: 'Diane Gilliland'  
Subject: FW: Chevron Amendment

Kendra,

Attached is the amendment signed by AgriLife Science and TEES. Please sign and email a signed copy to Diane and me. Thanks.

Regards,

Glenn

Glenn W. Mathews  
Director, Office of Sponsored Research  
TEES Contracting Officer  
Texas Engineering Experiment Station  
1470 William D. Fitch Pkwy

College Station, TX 77845-4645  
phone: 979-458-7634  
fax: 979-458-7619

email: gmathews@tamu.edu

---

From: Diane Gilliland [mailto:d-gilliland@tamu.edu]  
Sent: Tuesday, August 05, 2008 11:20 AM  
To: Glenn Mathews  
Subject: Chevron Amendment

Hi, Glen,

Chevron needs to modify the Master Agreement to include future confidential disclosures. Would you please sign the attached and send on to Kendra with a copy to me?

Thanks.

Diane.

-----Original Message-----

From: Clemons, Kendra D  
Sent: Thursday, July 10, 2008 7:18 PM  
To: 'd-gilliland@tamu.edu'  
Cc: Stokley, Linda (LStokley); Patangia, Melissa; Long, Michelle Y. (YLONG) (MYLONG); Mirkovic, Vesna; 'sabrinaallan@tamu.edu'; 'PShuerman@tamu.edu'  
Subject: RE: TAMU  
Importance: High

Dear Ms. Gilliland,

Attached, please find the proposed amendment discussed between Peter Schuerman and Melissa Patangia below. If the document meets with your approval, please secure signatures on behalf of Texas AgriLife and TEES, and return two originals to me at the address below.

If you wish, for purposes of expediting signature, you may also send a pdf of the document with your signatures, which we can then sign and return to you by email as well.

Regards,

Kendra Clemons

Contracts Manager  
Chevron Technology Ventures  
a division of Chevron U.S.A. Inc.  
3901 Briarpark  
Houston, TX 77042-5301  
Tel: 713.954.6239

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Cc: Diane Gilliland  
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Best regards,

-Peter Schuerman  
-sent from phone: 979.571.1816

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To: "Schuerman, Peter L." <PSchuerman@tamu.edu>  
Cc: "sabrinaallan@tamu.edu" <sabrinaallan@tamu.edu>  
Sent: 7/9/08 10:59 AM  
Subject: RE: need for a confidentiality agreement - protecting mutual interests

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What do you think of this amendment?

Thanks.  
Melissa

*Jenny,  
Please process.  
Thanks  
J*

**From:** "Clemons, Kendra D" <KClemons@chevron.com>  
**To:** <d-gilliland@tamu.edu>  
**CC:** "Stokley, Linda (LStokley)" <LStokley@chevron.com>, "Patangia, Melissa" ...  
**Date:** 7/10/2008 7:18 PM  
**Subject:** RE: TAMU  
**Attachments:** Amendment 1\_Research Agreement\_TAMU\_CTV 07 10 08.DOC

Dear Ms. Gilliland,

Attached, please find the proposed amendment discussed between Peter Schuerman and Melissa Patangia below. If the document meets with your approval, please secure signatures on behalf of Texas AgriLife and TEES, and return two originals to me at the address below.

If you wish, for purposes of expediting signature, you may also send a pdf of the document with your signatures, which we can then sign and return to you by email as well.

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Kendra Clemons

Contracts Manager  
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From: "Patangia, Melissa" <MELISSA.PATANGIA@chevron.com>  
To: "Schuerman, Peter L." <PSchuerman@tam.u.edu>  
Cc: "sabrinaallan@tam.u.edu" <sabrinaallan@tam.u.edu>  
Sent: 7/9/08 10:59 AM  
Subject: RE: need for a confidentiality agreement - protecting mutual interests

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What do you think of this amendment?

Thanks.  
Melissa

**From:** Alice Conchola  
**To:** Bremer, Jennifer  
**Date:** 4/2/2010 11:04 AM  
**Subject:** Fwd: 2010 Chevron IDC breakdown\_1\_1.xlsx  
**Attachments:** 2010 Chevron IDC breakdown\_1\_1.xlsx

Jennifer - please add to LF in accounts 405289/ 405357/ 405290/ 405291/ 405292.  
Thanks. Alice

>>> Atin Agrawal 4/1/2010 5:14 PM >>>

Alice,

Please add the budget in All Expense pool as per the attached spreadsheet and let Carol and Jim know when you are done.

Thanks,  
Atin

>>> James T. Lukeman 4/1/2010 5:00 PM >>>

Atin,

This is the corrected sheet. I'm not sure what I did to the other I sent you. The difference is in the rounding.

Jim

James T. Lukeman  
Business Coordinator II  
Soil & Crop Sciences  
Texas A&M University  
2474 TAMUS  
College Station, TX 77843-2474  
979/862-1023  
FAX 979/845-0456  
[jlukeman@ag.tamu.edu](mailto:jlukeman@ag.tamu.edu)

SCANNED IN  
APR 06 2010  
Acct. # 2010 IDC Breakdown  
1007 tabs

Project	2010 Funding	IDC Bearing	IDC Totals
Project Budget			
Heitholt/Sloan-Dallas - 405289-86920	\$25,595.00	\$25,595.00	11645.73
Bean-Amarillo - 405289-92630	\$25,595.00	\$25,595.00	11645.73
Trostle/Foster-Lubbock/Pecos - 405289-18100	\$49,189.00	\$49,189.00	22381.00
Grichar-Gulf Coast - 405289-84680	\$25,595.00	\$25,595.00	11645.73
Wiedenfeld-Weslaco - 405289-84140	\$25,595.00	\$25,595.00	11645.73
Baughman-Vernon - 405289-18290	\$25,595.00	\$25,595.00	11645.73
Blumenthal/Morgan/Miller/Baltensperger-College Station - 405289-90170	\$157,719.00	\$139,087.00	63284.59
Auld-Texas Tech - 405289-90171	\$16,540.00	\$0.00	0.00
Tarpley-Beaumont - 405289-88360	\$25,595.00	\$25,595.00	11645.73
Fromme/Piccinni-Uvalde - 405289-87730	\$25,595.00	\$25,595.00	11645.73
Capital Equipment - 405289-92860			
capital outlay			
(planter depth bands, combine parts, swather/bundler, pickups)	\$0.00	\$0.00	0.00
publications and web-based materials	\$5,000.00	\$5,000.00	2275.00
annual conference and coordination	\$35,594.00	\$35,594.00	16195.27
TOTALS for 405289	\$443,207.00	\$408,035.00	185655.93
TOTALS for 405289			185655.93
Baring-College Station - 405357-92670	\$48,767.00	\$39,451.00	17950.21
Grichar-Gulf Coast - 405357-92671 (From Baring)			0.00
Burrow-Lubbock - 405357-88350	\$22,187.00	\$22,187.00	10095.09
Simpson-Stephenville - 405357-67630	\$19,637.00	\$19,637.00	8934.84
**Seed Increase- Godoy/Brazil	\$14,000.00	\$14,000.00	455.00
TOTAL for 405357			23345.14
Breeding Project			
Auld-Texas Tech - 405290-90171	\$42,000.00	\$0.00	0.00
Trostle-Lubbock - 405290-18100	\$25,654.00	\$25,654.00	11672.57
Foster-Pecos 405290-85760	\$25,654.00	\$25,654.00	11672.57
TOTAL for 405290	\$93,308.00	\$51,308.00	23345.14

release

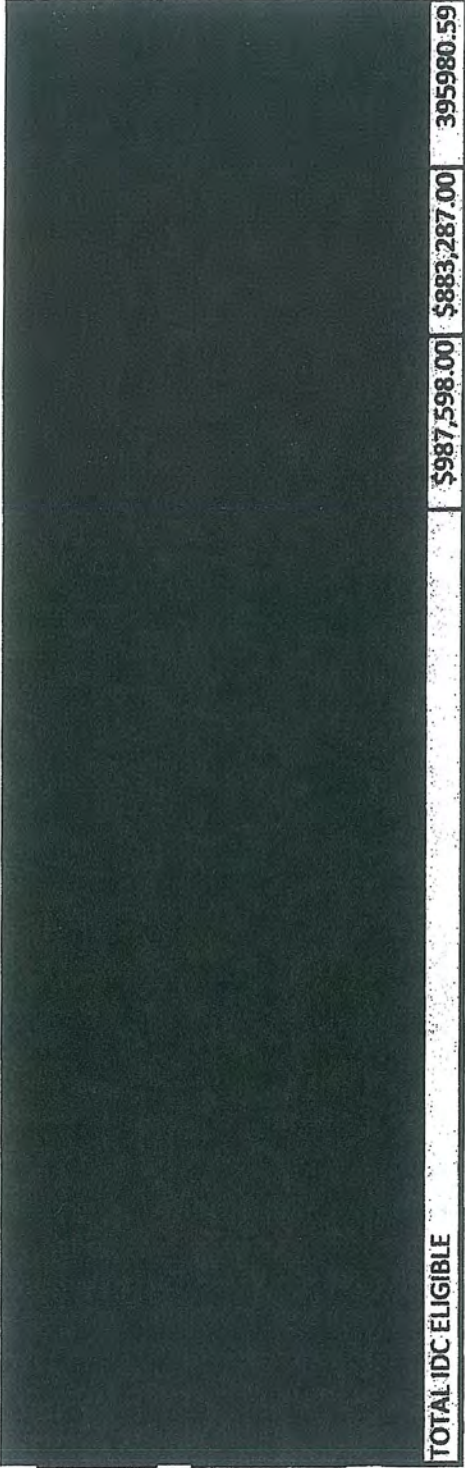
TOTAL for 405291

TOTAL for 405292

Total Award

\$1,383,578.59

1383575

			395980.59
			395979.00
TOTAL IDC ELIGIBLE	\$987,598.00	\$883,287.00	987596

\$443,206.00      \$185,655.79      \$628,861.79

\$104,590.00      \$37,435.13      \$142,025.13

\$93,307.00      \$23,345.14      \$116,652.14

\$106,068.00      \$48,260.94      \$154,328.94

\$240,424.00      \$101,283.46      \$341,707.00  
\$1,383,575.00  
1383578.585  
1383575



Date: 7/2/2009

Dept/Unit: SCSC

Attention: Stacy

**Award and Budget Allocation / Change Notice**

**Award Description:** TAES - 06 X Start Date \_\_\_\_\_ New Acct.: \_\_\_\_\_  
 TAEX - 07 \_\_\_\_\_ End Date 3/31/2011 Existing Acct: X

General Information:		Account Numbers:	
Principal Investigator:	<u>Dr. D. Baltensperger</u>	FAMIS:	<u>405291</u>
Sponsor Name:	<u>Chevron Technology Ventures</u>	Project:	<u>92862</u>
Agreement/Contract#	_____	TAMRF:	_____
Amount:	_____	Proposal:	_____
Project Title:	<u>Budget Revision</u>	Cost Sharing:	_____
Payment Type:	_____	Account:	_____
Installment/Lump Sum:	TAES/TCE Retains: _____ Sponsor Retains: _____	Amount:	_____
		CFDA:	_____

**BUDGET ALLOCATION:**

Category	Amount
DIRECT (General) (1000)	_____
Salary & Wages (1101)	_____
Benefits (1900)	_____
Travel (3000)	_____
Supplies (4000)	\$ <u>13,000.00</u>
Other (5000)	\$ <u>(13,000.00)</u>
{ _____ for Tuition }	
Equipment (8000)	_____
<b>TOTAL DIRECT</b>	\$ <u>-</u>
Indirect / F&A (9600)	_____
<b>TOTAL PROJECT</b>	\$ <u>-</u>

**ACCOUNTING CONTROLS:**

FRS Screen 8 Subcode Edits		
Low	High	N/Y*
8000	8999	N

\* N- objects not allowed  
\* Y- object allowed

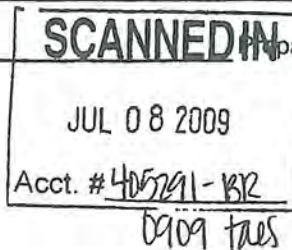
ABR Rule for Budget: 9 See Screen 804

Purchasing Cards
Sponsor requires copies of receipts to be sent to the C&G Office
Yes _____ No _____

Other Information:
Subcontracts: _____
Reports Due: _____

Notes:


 Contract Administrator: [Signature]  
 JUL 7 2009  
 cc: \_\_\_\_\_  
 Agriculture Programs  
 Contracts and Grants


 Prepared by: Alice Conchola  
 JUL 08 2009  
 Acct. # 405291-1812  
 0909 taes

F0272 PRESS <PF5> TO POST BUDGET ENTRIES.

10B BUDGET ENTRY

06/24/09 14:07

CHEVRON TECHNOLOGY VENTURES

FY 2009 CC 06

SCREEN: \_\_\_\_\_ ACCOUNT: 405291 92862 SL/SA LEVEL: SA THRU MONTH: 6 JUNE

TYPE: 1 0 - ORIGINAL, 1 - REVISED, 7 - BUDGET FORWARD

REF NO 1: \_\_\_\_\_ 2: BUDREV\_ 3: \_\_\_\_\_ 4: \_\_\_\_\_

COST REF 1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_ PAGE: 1 OF 1 VIEWED

CAT	DESCRIPTION	C	P	CURR BUDGET	BUDGET ADJUST	D/C	NEW BUDGET
0001	REVENUE POOL						
1101	SALARIES & WAGES POO			130947.00			130947.00
3000	TRAVEL POOL			19000.00			19000.00
4000	SUPPLIES POOL			30050.00	13000.00	D	43050.00
5000	OTHER EXPENSE POOL			19000.00	13000.00	C	6000.00
8000	CAPITAL OUTLAY POOL			216000.00			216000.00
9600	INDIRECT COST POOL			39055.91			39055.91

TOTALS: 454052.91 0.00 454052.91

TRANSACTIONS: 10 AMOUNT: 420,488.00 BATCH: BJNA01 DATE: 06/24/2009

ENTER-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10---PF11--PF12---

HMENU HELP EHELP POST BKWD FRWD LEFT RIGHT

4-© 1 Sess-1 128.194.103.18 TAMT3240 DOC» 4/12

**From:** Diane Gilliland  
**To:** Conchola, Alice  
**Date:** 6/23/2009 4:51 PM  
**Subject:** Fwd: Transfer of Chevron Funds

Alice,  
Would you handle this transfer, please?  
thanks. dg

>>> On 6/23/2009 at 4:44 PM, Paul A Baumann <[PBaumann@ag.tamu.edu](mailto:PBaumann@ag.tamu.edu)> wrote:  
Diane,

I would like to move \$13,000 from the 5000 category (other expenses) to the 4000 category (supplies) in Chevron 06-405291-92862. We are spending a large amount of funds on Truck fuel and maintenance for travel, which we originally projected would be taken out of the "travel" (3,000) category. The \$13,000 should cover a \$4,947 deficit and leave us some residual.

Thanks for your help on this, Diane.

Paul

Paul A. Baumann, PhD  
Professor and Extension Weed Specialist  
350E Soil and Crop Sciences Bldg.  
Texas A&M University  
College Station, Texas 77843-2474  
979-845-4880

Date: 2/26/2009

Dept/Unit: SCSC

Attention: Stacy

**Award and Budget Allocation / Change Notice**

**Award Description:** TAES - 06 X Start Date \_\_\_\_\_ New Acct.: \_\_\_\_\_  
TAEX - 07 \_\_\_\_\_ End Date 3/31/2011 Existing Acct.: X

General Information:		Account Numbers:	
Principal Investigator:	Dr. T.J. Gentry	FAMIS:	<u>405292</u>
Sponsor Name:	Chevron Technology Ventures	Project:	<u>405292</u>
Agreement/Contract#	_____	TAMRF:	_____
Amount:	_____	Proposal:	_____
Project Title:	Budget Revision	Cost Sharing:	_____
Payment Type:	Reimbursable	Account:	_____
Installment/Lump Sum:	TAES/TCE Retains: _____ Sponsor Retains: _____	Amount:	_____
		CFDA:	_____

**BUDGET ALLOCATION:**

**ACCOUNTING CONTROLS:**

Category	Amount
DIRECT (General) (1000)	_____
Salary & Wages (1101)	_____
Benefits (1900)	_____
Travel (3000)	_____
Supplies (4000)	\$ 4,000.00
Other (5000)	\$ (4,000.00)
{ _____ for Tuition}	
Equipment (8000)	_____
<b>TOTAL DIRECT</b>	\$ -
Indirect / F&A (9600)	_____
<b>TOTAL PROJECT</b>	\$ -

FRS Screen 8 Subcode Edits		
Low	High	N/Y*
8000	8999	N

\* N- objects not allowed  
\* Y- object allowed

ABR Rule for Budget: 9 See Screen 804

**Purchasing Cards**

Sponsor requires copies of receipts to be sent to the C&G Office

Yes \_\_\_\_\_ No \_\_\_\_\_

**Other Information:**

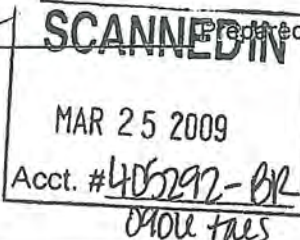
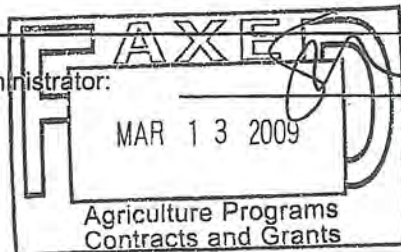
Subcontracts: \_\_\_\_\_

Reports Due: \_\_\_\_\_

Notes:

Contract Administrator: \_\_\_\_\_

cc:



Prepared by: Alice Conchola

*[Handwritten signature]*

F0272 PRESS <PF5> TO POST BUDGET ENTRIES.

10B BUDGET ENTRY

02/26/09 09:48

CHEVRON- GENTRY

FY 2009 CC 06

SCREEN: \_\_\_ ACCOUNT: 405292 92861 SL/SA LEVEL: SA THRU MONTH: 2 FEBRUARY

TYPE: 1 0 - ORIGINAL, 1 - REVISED, 7 - BUDGET FORWARD

REF NO 1: \_\_\_\_\_ 2: BUDREV\_ 3: \_\_\_\_\_ 4: \_\_\_\_\_

COST REF 1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_ PAGE: 1 OF 1 VIEWED

CAT	DESCRIPTION	C	P	CURR BUDGET	BUDGET ADJUST	D/C	NEW BUDGET
0001	REVENUE POOL					-	
1101	SALARIES & WAGES POO					-	
3000	TRAVEL POOL					-	
4000	SUPPLIES POOL				4000.00	D	4000.00
5000	OTHER EXPENSE POOL			4000.00	4000.00	C	
8000	CAPITAL OUTLAY POOL					-	
9600	INDIRECT COST POOL					-	

TOTALS: 4000.00 0.00 4000.00

TRANSACTIONS: 0 AMOUNT: 0.00 BATCH: BJNA01 DATE: 02/26/2009

ENTER-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---

HMENU HELP EHELP POST BKWD FRWD LEFT RIGHT

4-@ 1 Sess-1 128.194.103.18 TAMT2434 DOC» 4/12

**From:** Sheila Noble  
**To:** Conchola, Alice  
**CC:** Ferrell, Stacy  
**Date:** 2/25/2009 6:37 PM  
**Subject:** Fwd: Budget Revision acct# 405292-92861  
**Attachments:** 405292-92861 Revision.pdf; Sheila Noble.vcf

Alice,

Please make requested budget revision.

Thanks,  
Sheila

Sheila Hawley Noble  
Financial Management Supervisor  
2147 TAMU  
College Station, TX 77843-2147  
Texas AgriLife Contracts & Grants  
sknoble@ag.tamu.edu  
979-845-7864  
fax 979-862-7775

>>> Stacy Ferrell 2/18/2009 1:55 PM >>>  
Sheila,  
another budget revision.

Thanks,  
Stacy

Texas AgriLife Contracts and Grants  
TAMU 2147  
College Station, Texas 77843-2147

**Budget Revision Request**

**Project Title:** Chevron -Gentry

**Contract/Grant Period:** 10/1/07 thru 3/31/11

**Sponsor:** Chevron Technology Ventures, LLC

**Agency:** \_\_\_\_\_ AgriLife Research (06) \_\_\_\_\_ AgriLife Extension (07)

**Account No.:** 405292 **Project No.:** 92861

Description	Current	Change Requested (+ -)	Revised Budget
1. Salaries Budget: (1000 Pool)			\$0
2. Travel: (3000 Pool)			\$0
3. Operating Budget: (4000 Pool)		\$4,000	\$4,000
4. Other Expense : (5000 Pool)	\$4,000	(\$4,000)	\$0
5. Capital Outlay: (8000 Pool)			\$0
<b>Total Direct Costs:</b>			\$4,000
<b>Total Indirect Costs:</b>			
<b>Total Project Costs</b>	\$0	\$0	\$4,000

**Justification:** (Provide a brief programmatic reason or benefit to the project for this request)  
*funds will be used to cover cost of supplies necessary to project research.*

**Principal Investigator Requesting Revision:** \_\_\_\_\_  
 Date: \_\_\_\_\_

**Unit Business Administrator:** *[Signature]*  
 Date: *2/18/11*

**AgriLife Contract & Grants Approval:** \_\_\_\_\_  
 Date: \_\_\_\_\_

- Notes on budget pools above:**
- Both salaries and fringes are included in the 1000 Salary Pool
  - Registration Fees come from the 5000 Other Expense Pool not 3000 Travel
  - Be sure to check the ABR rule codes on Screen 804 in FAMIS to determine the correct pool for projected expenses. Some controllable assets, 57XX object code, pull from the Operating Budget (4000 Pool) due to sponsor requirements.

Please email the above form to:  
 Sheila Noble [sknoble@ag.tamu.edu](mailto:sknoble@ag.tamu.edu)  
 Financial Management Supervisor  
 979-845-7864

[ ] Release

**From:** William Hawke  
**To:** Veeravalli, Suchitra  
**Date:** 7/19/2010 8:14 AM  
**Subject:** Re: Subcontract # 470156

Good Morning Suchitra,  
Approval is granted to implement the budget modifications as described below.

Regards,  
Bill

William P. Hawke  
Project Coordinator  
Contracts and Grants  
Texas A&M AgriLife  
Phone:(979) 458-4682  
E-Mail: [WPHawke@ag.tamu.edu](mailto:WPHawke@ag.tamu.edu)

>>> "Veeravalli, Suchitra" <[suchitra.veeravalli@ttu.edu](mailto:suchitra.veeravalli@ttu.edu)> 7/16/2010 4:23 PM >>>

Good Evening :

Project Titled "Environmental and Economic Assessment of [REDACTED] Breeding and Testing,..." PI Dick Auld.

The PI of the above mentioned subcontract wishes to reallocate some funds. He wishes to move funds \$4657 from Tuition and Fees to travel and \$240 from travel to supplies. This is to cover the travel expenses for grad students and Dr. Auld to attend the 2010 Association for Advancement of Industrial Crops conference in Denver Colorado 9/18-9/23/10.

Please let me know if you approve the re-allocation of funds. Please let me know your policy for budget revision in this case.

Thank you,

Suchi

Suchitra Veeravalli  
Texas Tech University  
Office of Research Services  
203 Holden Hall  
Lubbock, TX 79409-1035  
(806) 742-3884

SCANNED IN  
JUL 23 2010  
Acct. #470156-Approved Budget Mod

1011 taes

SCAN TO: TAES/SCSC/470156

LABEL DOCUMENT: APPROVED BUDGET MODIFICATION



405292 / Bud Chg

**Mail Message**

[Main menu](#) | [Message List](#) | [Options](#)

[Previous](#) [Next](#)

**From:** Carol Rhodes  
**To:** Gilliland, Diane  
**CC:** Baltensperger, David D; Gentry, Terry J; Miller, Travis; Wilhelm, Pam  
**Date:** Tuesday - January 13, 2009 8:40 AM  
**Subject:** Move funds

Diane,

We would like to request \$34,000 be moved from the other expense pool to salaries in Dr. Terry Gentry's account 405292-70210. Both Dr. Baltensperger and Dr. Miller are aware and approve of this and will make note of the requirement in their reporting documents to Chevron Technology Ventures. Thanks for your help. cj

*C. J. Rhodes*

Carol J. Rhodes, Administrative Services Officer  
Department of Soil & Crop Sciences  
Texas A&M University  
TAMU 2474  
College Station, TX 77843-2474  
cj-rhodes@tamu.edu  
(979) 845-3001; FAX (979) 845-0456

076 Transactions for a Month by Reference Number 2 or 4 01/14/09 22:12  
 CHEVRON ENV. ENERGY & ECO - GENTRY FY 2009 CC 06  
 Screen: \_\_\_ Account: 405292 70210 Month: 1\_ Search On Ref: 2 Ref Nbr: \_\_\_  
 Display Ref: 2 Bank Option: N

Sbcd TC	Ref 2	Date	Description	Amount	I	BatRef	Offset	Acct
1101	021	01/14	Salaries & Wages P	34,000.00	D	BJND01		
5000	021	01/14	Other Expense Pool	34,000.00-	C	BJND01		
1105	051 A96138	01/12	EPA - A96138 - HU	9,350.00	D	2363BB		
1906	051 A96138	01/12	EPA - A96138 - HU	1,049.40	D	2363BB		
1105	051 A96138	01/12	EPA - A96138 - HU	7,650.00	D	2363BB		
1906	051 A96138	01/12	EPA - A96138 - HU	858.60	D	2363BB		
1105	051 A96138	01/12	EPA - A96138 - HU	9,350.00-	C	2363BB		
1906	051 A96138	01/12	EPA - A96138 - HU	1,049.40-	C	2363BB		
5761	054 L914432	01/09	SHI GOVERNMENT SOL	0.80	D	5465LB		
5536	054 L918043	01/12	TEXAS AGRILIFE RES	40.00	D	8482RH		
1740	064 0004480	01/02	SHEREKAR, MUKUL	510.00		PAYB04	010010	2400
1945	049 0004480	01/02	BIWEEKLY PAYROLL -	1.28	D	PAYB10		
1950	049 0004480	01/02	BIWEEKLY PAYROLL -	0.51	D	PAYB10		
5761	068 6926819	01/14	SHI GOVERNMENT SOL	75.80	F	PUAH09	040050	2100

\* End of Data for January \*

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---  
 Hmenu Help EHelp View Left Right

4-© 1 Sess-1 128.194.103.18 TAMT2425 4/12

Date: 2/26/2009

Dept/Unit: SCSC

Attention: Stacy

**Award and Budget Allocation / Change Notice**

**Award Description:** TAES - 06 X Start Date \_\_\_\_\_ New Acct.: \_\_\_\_\_  
TAEX - 07 \_\_\_\_\_ End Date 3/31/2011 Existing Acct.: X

General Information:		Account Numbers:	
Principal Investigator:	<u>Dr. T.D. Miller</u>	FAMIS:	<u>405289</u>
Sponsor Name:	<u>Chevron Technology Ventures</u>	Project:	_____
Agreement/Contract#	_____	TAMRF:	_____
Amount:	_____	Proposal:	_____
Project Title:	<u>Budget Revision</u>	Cost Sharing:	_____
Payment Type:	<u>Reimbursable</u>	Account:	_____
Amount:	_____	Amount:	_____
Installment/Lump Sum:	TAES/TCE Retains: _____ Sponsor Retains: _____	CFDA:	_____

**BUDGET ALLOCATION:**

Category	Amount
DIRECT (General) (1000)	_____
Salary & Wages (1101)	\$ <u>2,638.00</u>
Benefits (1900)	_____
Travel (3000)	\$ <u>(2,638.00)</u>
Supplies (4000)	\$ <u>(180.00)</u>
Other (5000)	\$ <u>180.00</u>
{ _____ for Tuition}	_____
Equipment (8000)	_____
<b>TOTAL DIRECT</b>	\$ <u>-</u>
Indirect / F&A (9600)	_____
<b>TOTAL PROJECT</b>	\$ <u>-</u>

**ACCOUNTING CONTROLS:**

FRS Screen 8 Subcode Edits		
Low	High	N/Y*
8000	8999	N

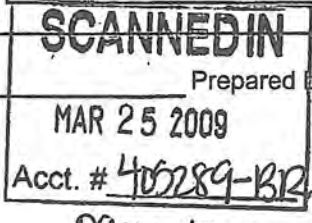
\* N- objects not allowed  
\* Y- object allowed

ABR Rule for Budget: 9 See Screen 804

Purchasing Cards
Sponsor requires copies of receipts to be sent to the C&G Office
Yes _____ No _____

Other Information:
Subcontracts: _____
Reports Due: _____

Notes:



Contract Administrator: \_\_\_\_\_

Prepared by: Alice Conchola

cc:

Agriculture Programs  
Contracts and Grants

Acct. # 405289-1312

*09106 tal5*

F0272 PRESS <PF5> TO POST BUDGET ENTRIES.

10B BUDGET ENTRY

*[ ] 552.101/  
withhold 51.919 educ.  
code*

02/26/09 09:50

CHEVRON ██████████ GRICHAR

FY 2009 CC 06

SCREEN: \_\_\_\_ ACCOUNT: 405289 84680 SL/SA LEVEL: SA THRU MONTH: 2 FEBRUARY

TYPE: 1 0 - ORIGINAL, 1 - REVISED, 7 - BUDGET FORWARD

REF NO 1: \_\_\_\_ 2: BUDREV\_ 3: \_\_\_\_ 4: \_\_\_\_

COST REF 1: \_\_\_\_ 2: \_\_\_\_ 3: \_\_\_\_ PAGE: 1 OF 1 VIEWED

CAT	DESCRIPTION	C	P	CURR BUDGET	BUDGET ADJUST	D/C	NEW BUDGET
0001	REVENUE POOL						
1101	SALARIES & WAGES POO			38174.00	2638.00	D	40812.00
3000	TRAVEL POOL			3400.00	2638.00	C	762.00
4000	SUPPLIES POOL			1900.00	180.00	C	1720.00
5000	OTHER EXPENSE POOL				180.00	D	180.00
8000	CAPITAL OUTLAY POOL						
9600	INDIRECT COST POOL			17161.18			17161.18

TOTALS: 60635.18 0.00 60635.18

TRANSACTIONS: 2 AMOUNT: 8,000.00 BATCH: BJNA01 DATE: 02/26/2009

ENTER-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---

HMENU HELP EHELP POST BKWD FRWD LEFT RIGHT

4-© 1 Sess-1 128.194.103.18 TAMT2434 DOC» 4/12

Texas AgriLife Contracts and Grants  
TAMU 2147  
College Station, Texas 77843-2147

**Budget Revision Request**

**Project Title:** Chevron [REDACTED] Grichar

**Contract/Grant Period:** 10/1/07 thru 3/31/11

**Sponsor:** Chevron Technology Ventures, LLC

**Agency:** AgriLife Research (06) AgriLife Extension (07)

**Account No.:** 405289 **Project No.:** 84680

Description	Current	Change Requested (+ -)	Revised Budget
1. Salaries Budget: (1000 Pool)	\$2,567	\$2,638	\$5,206
2. Travel: (3000 Pool)	\$2,638	(\$2,638)	\$0
3. Operating Budget: (4000 Pool)	\$280	(\$180)	\$100
4. Other Expense : (5000 Pool)	(\$180)	\$180	\$0
5. Capital Outlay: (8000 Pool)	\$0	\$0	\$0
<b>Total Direct Costs:</b>	<b>\$5,305</b>	<b>\$0</b>	<b>\$5,306</b>
<b>Total Indirect Costs:</b>			
<b>Total Project Costs</b>	<b>\$5,305</b>	<b>\$0</b>	<b>\$5,306</b>

**Justification:** (Provide a brief programmatic reason or benefit to the project for this request)  
Travel was less than anticipated and the remaining monies in this account are needed to help pay the salary and benefits of support staff.

**Principal Investigator Requesting Revision:** W. James Grichar  
Date: 2/17/2009

**Unit Business Administrator:**  
Date:

**AgriLife Contract & Grants Approval :**  
Date:

**Notes on budget pools above:**

1. Both salaries and fringes are included in the 1000 Salary Pool
2. Registration Fees come from the 5000 Other Expense Pool not 3000 Travel
3. Be sure to check the ABR rule codes on Screen 804 in FAMIS to determine the correct pool for projected expenses. Some controllable assets, 57XX object code, pull from the Operating Budget (4000 Pool) due to sponsor requirements.

Please email the above form to:  
Sheila Noble [sknoble@ag.tamu.edu](mailto:sknoble@ag.tamu.edu)  
Financial Management Supervisor  
979-845-7864

**From:** Sheila Noble  
**To:** Conchola, Alice  
**CC:** Ferrell, Stacy  
**Date:** 2/25/2009 6:36 PM  
**Subject:** Fwd: Budget Revision  
**Attachments:** Grichar Budget Revision.pdf; Budget Revision; Sheila Noble.vcf

Alice,

Please make requested budget revision.

Thanks,  
Sheila

Sheila Hawley Noble  
Financial Management Supervisor  
2147 TAMU  
College Station, TX 77843-2147  
Texas AgriLife Contracts & Grants  
sknoble@ag.tamu.edu  
979-845-7864  
fax 979-862-7775

>>> Stacy Ferrell 2/18/2009 11:23 AM >>>

Sheila,

Please see the attached & approved budget revision for Dr. Grichar for his acct# 405289-84680.

Also, attached is his email with his approval.

Please let me know if you need anything else.

Thanks,

Stacy

**From:** William J Grichar  
**To:** Stacy Ferrell, Marsha Green  
**Date:** 2/18/2009 9:45 AM  
**Subject:** Budget Revision  
**Attachments:** AgriLife Budget Revision Request.xls

Stacy:  
Attached you will find the budget revision request with justification.  
Thanks,  
James



Michelle Y. Long  
Manager, Feedstock & Logistics

Chevron Technology Ventures  
Biofuels and Hydrogen  
3901 Briarpark, BR # 800  
Houston, TX 77025  
Telephone: 713.345.6000  
Email: mylong@chevron.com

June 22, 2009

Dr. J. Michael Gould  
Center Director  
Texas AgriLife Research and Extension Center at Weiland  
2416 East Highway 82  
Weiland, TX 78696

RE: Research Project [Redacted]

[Large redacted block of text]

Sincerely,

*Michelle Y. Long*



## Progress Report

**Project Title:** [REDACTED]

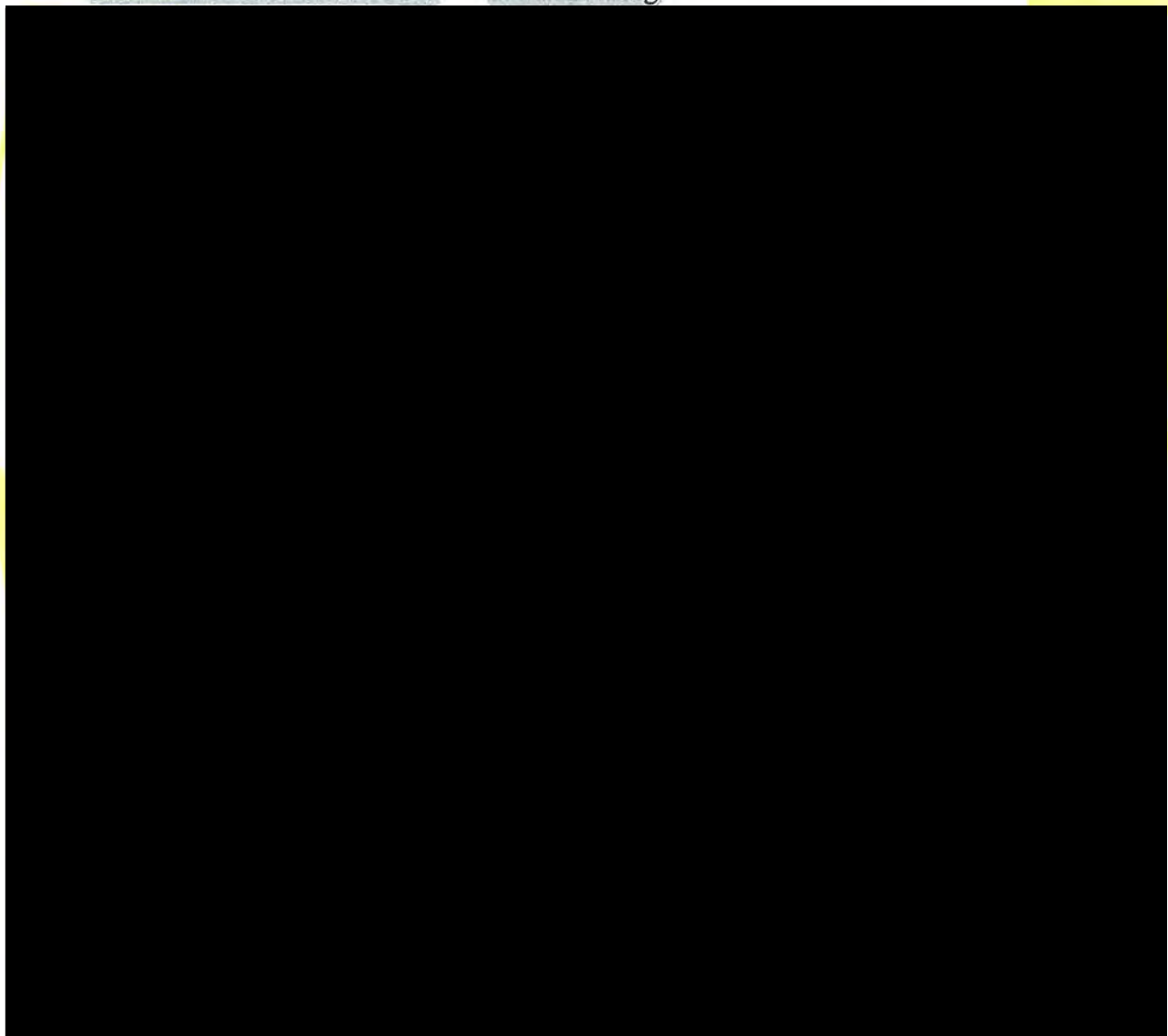
**Project Number:** ??

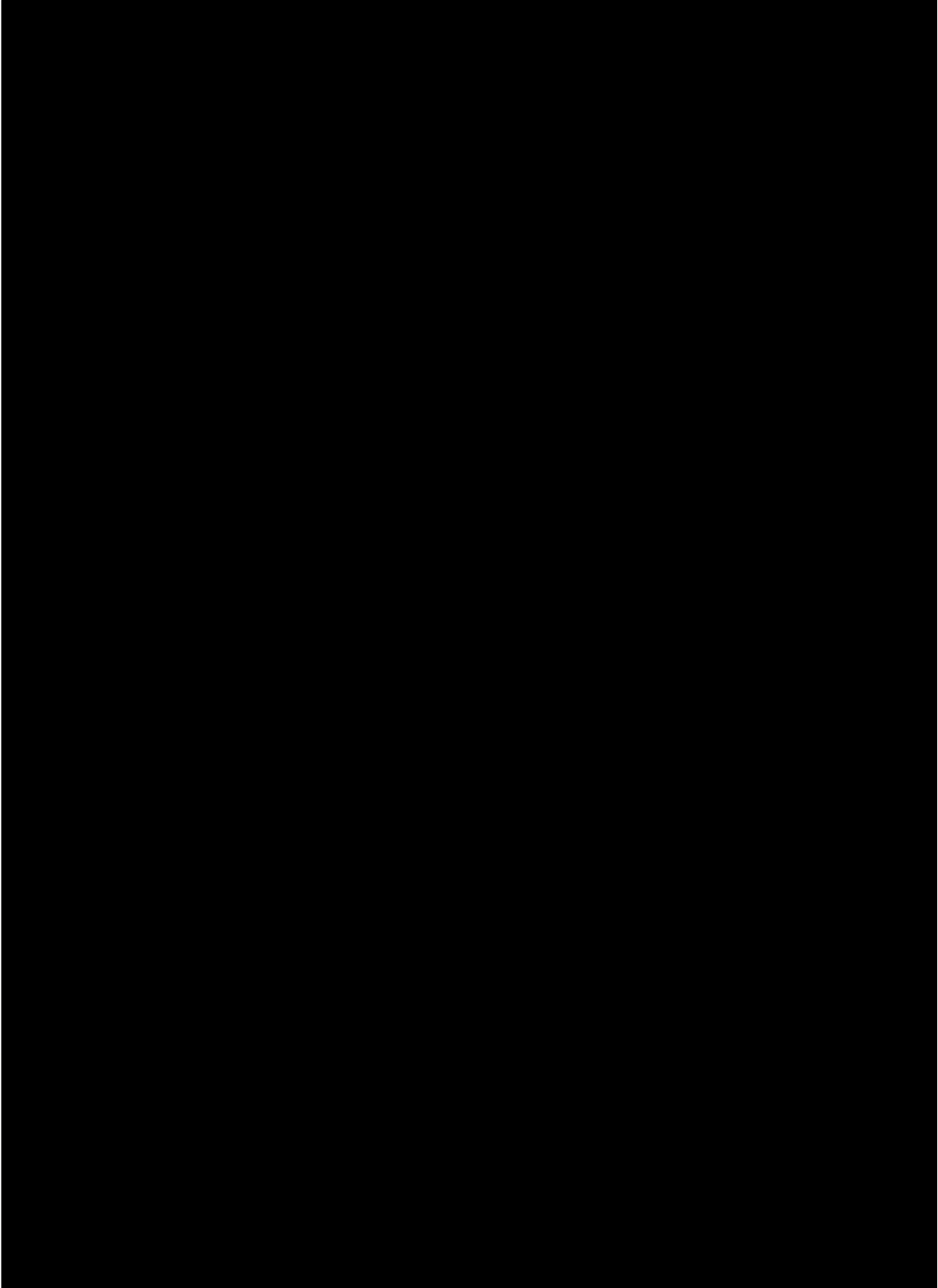
**Reporting Period:** September 1, 2008 through January 31, 2008

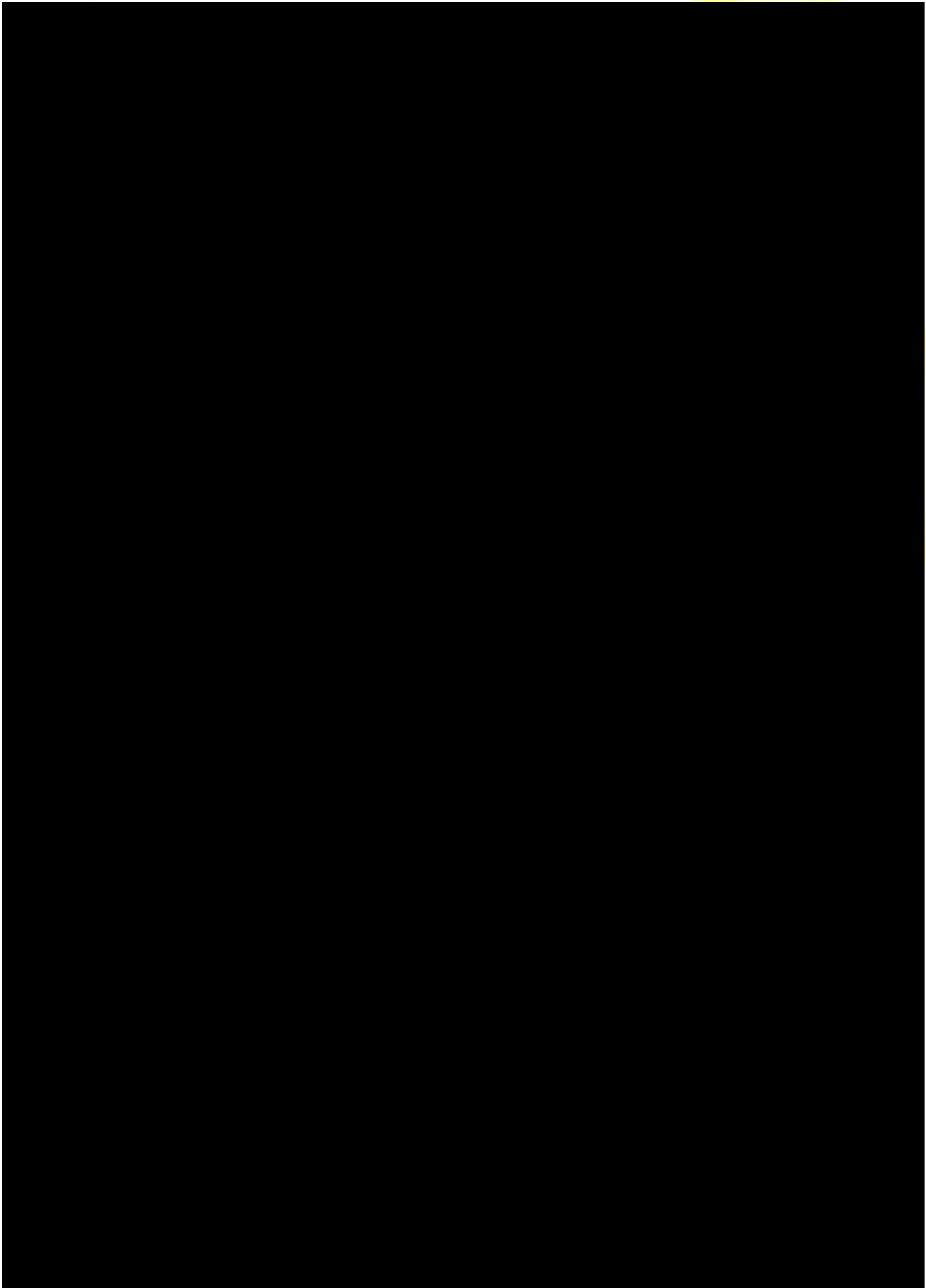
**University:** Texas A&M University

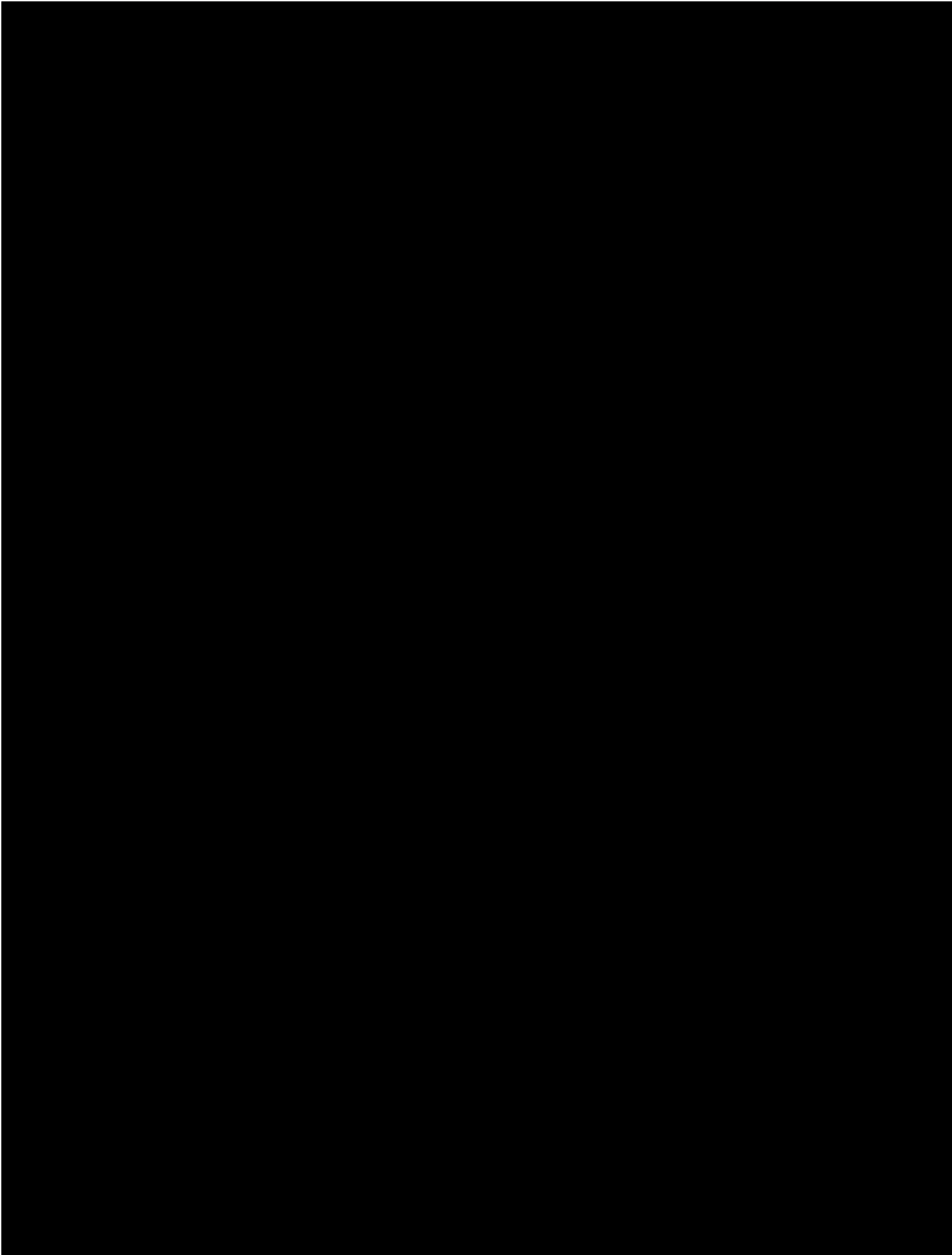
**Principal Investigator(s):** Name: Michael Gould and John Mullet  
Telephone #: (956) 968-5122  
E-mail address: jmgould@tamu.edu

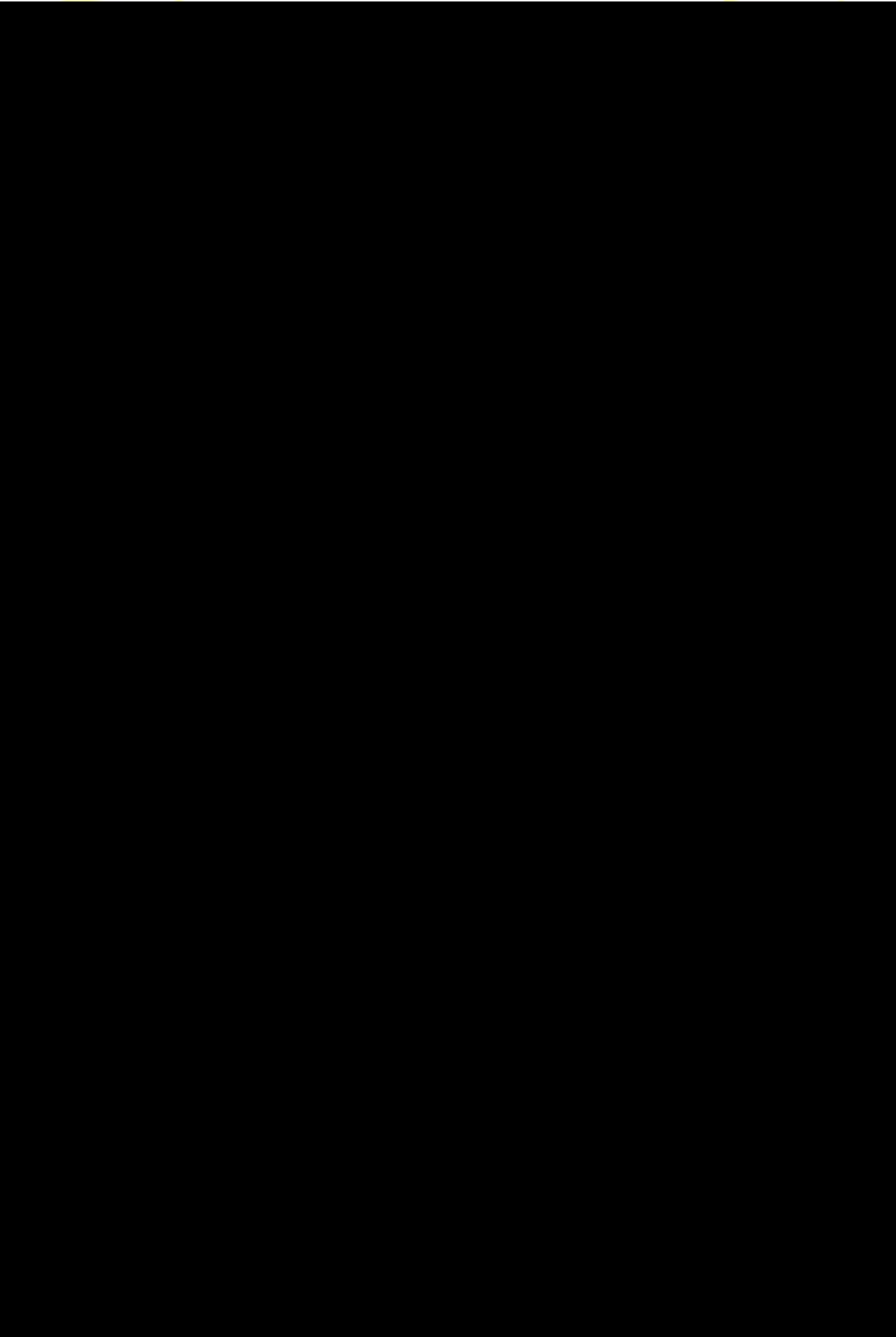
**Chevron Technical Contact:** Michelle Long

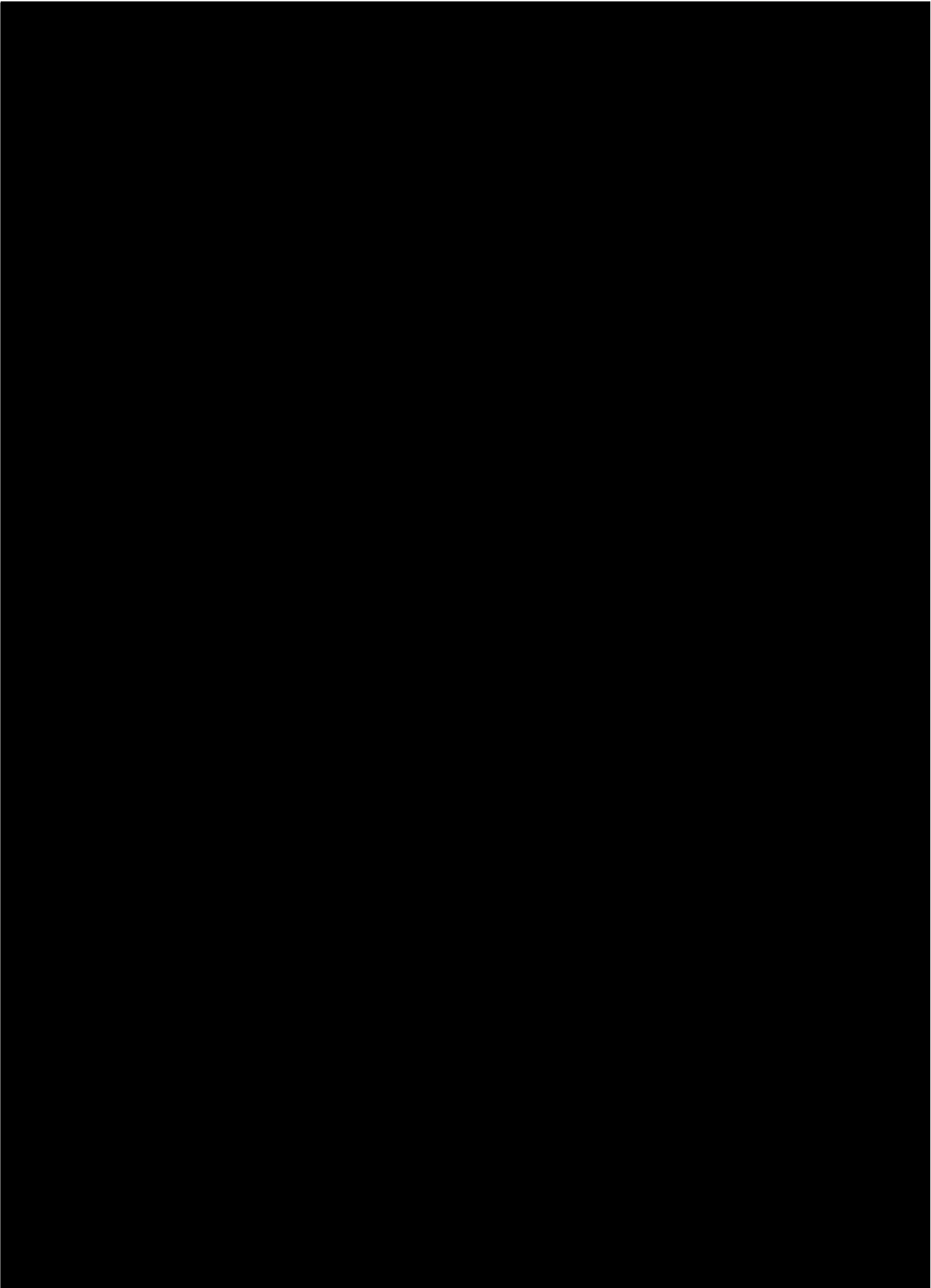


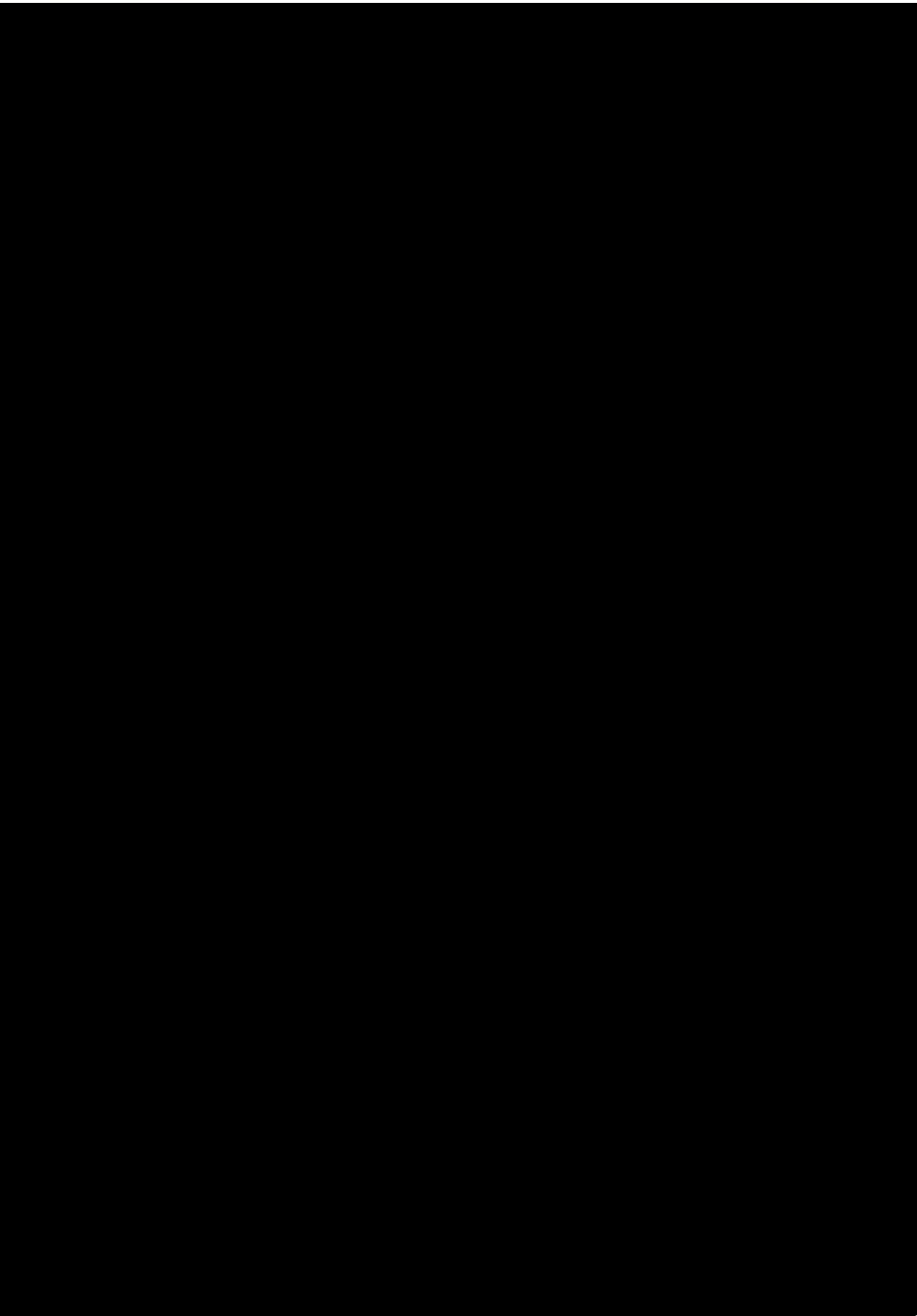


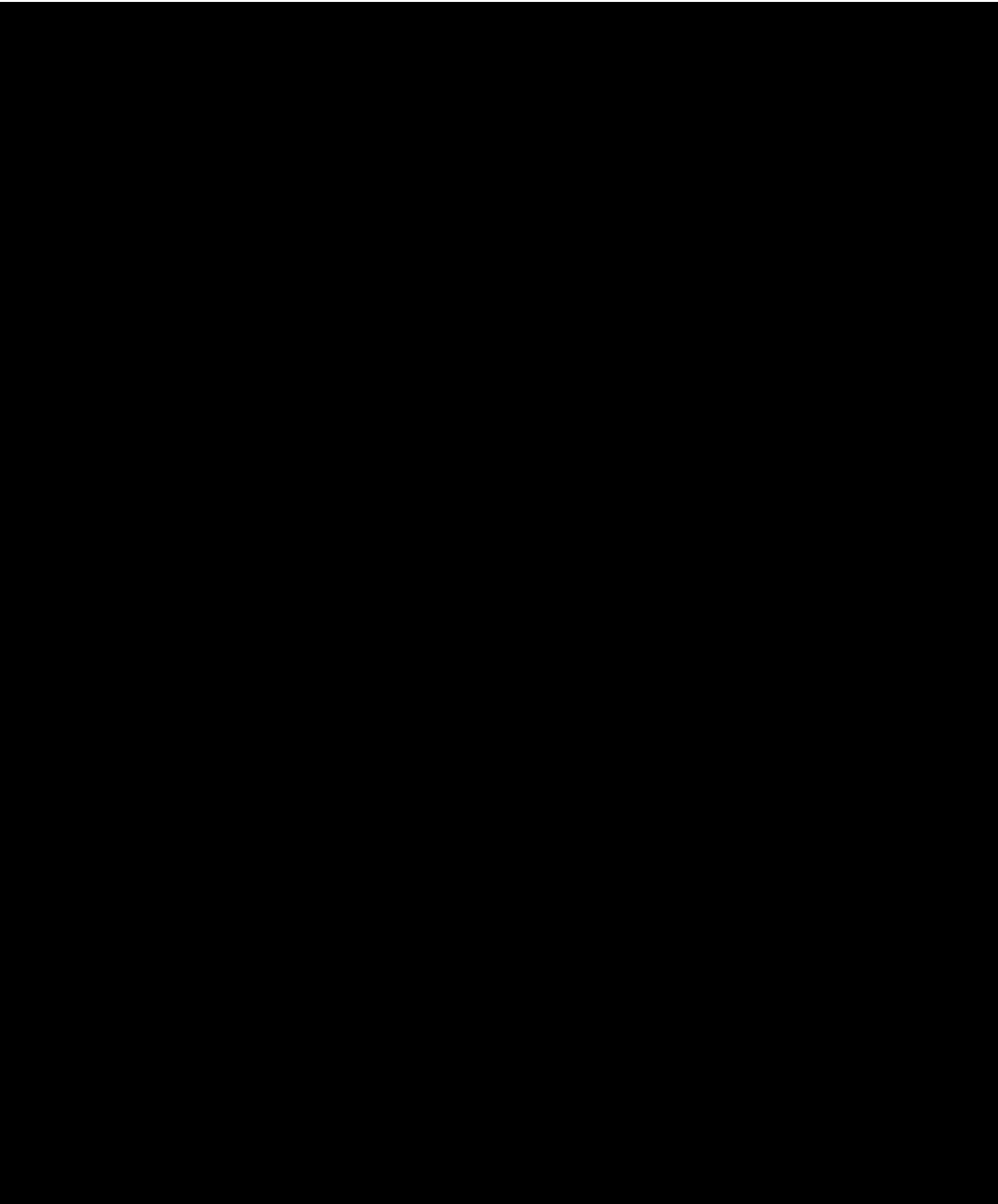
















The Agriculture Program  
 The Agriculture Program  
 Texas Agricultural Experiment Station  
 Texas Cooperative Extension  
 The Texas A&M University System

Release

Date: 12/6/2007  
 Date: 12/6/2007  
 Dept/Unit: SCSC  
 Attention: Pam

**Award and Budget Allocation / Change Notice**

**Award Description:** TAES  Extension  Start Date 10/1/2007 End Date 3/30/2011 New Acct.: Existing Acct.:

General Information:		Account Numbers:	
Principal Investigator:	Dr. D. Baltensperger / Travis D. Miller	FAMIS:	405289
Sponsor Name:	Chevron Technology Ventures, LLC	Project:	
Agreement/Contract#		TAMRF:	
Amount:	\$28,972.00	Proposal:	
Project Title:	Identification & Enhancement of Oil Seed Crops	Cost Sharing:	
Payment Type:	Reimbursable	Account:	
Installment/Lump Sum:	TAES/TCE Retains: Sponsor Retains:	Amount:	
		CFDA:	

**BUDGET ALLOCATION:**

**ACCOUNTING CONTROLS:**

Category	Amount
DIRECT (General) (1000)	
Salary, Wages & Benefits (1101)	
Travel (3000)	
Supplies (4000)	
Other (5000)	
{ Contractual	
Equipment (8000)	\$ 28,972.00
<b>TOTAL DIRECT</b>	<b>\$ 28,972.00</b>
Indirect / F&A (9600)	
<b>TOTAL PROJECT</b>	<b>\$ 28,972.00</b>

FRS Screen 8 Subcode Edits		
Low	High	
8000	8999	Y
* N- objects not allowed * Y- object allowed		
ABR Rule for Budget: 9 See Screen 804		

Purchasing Cards	
Sponsor requires copies of receipts to be sent to the C&G Office	
Yes	No

Other Information:	
Subcontracts:	
Reports Due:	

Notes:

Contract Administrator: Unit Director  
 DEC 18 2007  
 Agriculture Programs  
 Contracts and Grants

Prepared by: Alice Conchola

**SCANNED IN**  
 DEC 18 2007  
 Acct. # 405289-1

0803 TAES

*ok please*

Contracts/Grants  
Mark Andrews

Research Admin.  
Diane Gilliland

Director  
E.A. Murano / E. Smith  
TAES TCE

# CONTRACT ROUTING SLIP

    New  
 Continuation - Account : 405204 89

Log # 0620/08

Funding Type: NON-FED      Duration: 10/1/07-3/30/11

System Part 06

Type of Instrument: Additional Funds *- funds allocated but not in original budget*

Proposal # \_\_\_\_\_

Project Title: Identification & Enhancement of Oil seed Crops for [REDACTED]

SPONSOR Chevron Technology Ventures

SPR-Scr. 112: IDC Freq \_\_\_\_\_

AWARD # Project 4 [REDACTED]

Level \_\_\_\_\_

Justification \_\_\_\_\_

PI D. Baltensperger T. Miller

Scr. 122: Activity \_\_\_\_\_

DEPT Scsc

Sci and Eng Field \_\_\_\_\_

CO-PI \_\_\_\_\_

NSF Category \_\_\_\_\_

AMOUNT \$28,972.00

Spec Area Interest \_\_\_\_\_

INDIRECT COST RATE 45.5% NTDC

Character of Work \_\_\_\_\_

Selection Process \_\_\_\_\_

BILLING:

FDP \_\_\_\_\_

Paid \$ \_\_\_\_\_

Check # \_\_\_\_\_

Source of Funds \_\_\_\_\_

Lump Sum

Effort Code \_\_\_\_\_

Installment

CFDA # \_\_\_\_\_

Reimbursable     MO.,     QTR.,     YR

FRS- Scr. 9 Billing Rev. Code \_\_\_\_\_

Special \_\_\_\_\_

REPORTING REQUIREMENTS : \_\_\_\_\_

BUDGET: DIRECT \$ \_\_\_\_\_

SALARIES \$ \_\_\_\_\_

FRINGE \$ \_\_\_\_\_

TRAVEL \$ \_\_\_\_\_

SUPPLIES \$ \_\_\_\_\_

OTHER \$ \_\_\_\_\_

EQUIPMENT \$ 28,972.00

Total DIRECT COSTS \$ \_\_\_\_\_

IDC \$ -0-

TOTAL \$ 28,972.00

COST SHARING :

C/S FAMIS # \_\_\_\_\_

DIRECT \$ \_\_\_\_\_

IDC \$ \_\_\_\_\_

UNRECOVERED IDC \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

REMAINING FUNDS

RETAINED

RETURNED:

N/A

*ok dg*

Scr 44: Default Category Control     N     W     R

Subcontract:     Copy to Bill H.:    

Scr 8: COMMENTS \_\_\_\_\_

Thursday, November 29, 2007

*22 11/29/07*

**From:** Diane Gilliland  
**To:** Curtice, Danielle  
**Date:** 11/29/2007 3:01 PM  
**Subject:** Fwd: RE: Chevron [REDACTED]

Danielle,  
I think we have a final answer.  
Thanks.  
dg

>>> "Avant, Bob" <bavant@tamu.edu> 11/29/2007 1:45 PM >>>

Thanks Travis.

Are you planning on a kick-off meeting. I think we need to get the large team on the same page and discuss Chevron deliverables and expectations. And I would like to get Shay Simpson involved early in the process.

Bob Avant  
Bioenergy Program Director  
Texas Agricultural Experiment Station  
512/422-6171 (Cell)  
[bavant@tamu.edu](mailto:bavant@tamu.edu)

-----Original Message-----

**From:** Travis Miller [<mailto:td-miller@tamu.edu>]  
**Sent:** Thursday, November 29, 2007 1:38 PM  
**To:** Avant, Bob; [d-gilliland@tamu.edu](mailto:d-gilliland@tamu.edu)  
**Cc:** Baltensperger, David; Carol Rhodes; [td-miller@tamu.edu](mailto:td-miller@tamu.edu)  
**Subject:** RE: [REDACTED]

I found the error. We had Kemenian's budget counted [REDACTED] and in the [REDACTED] section. The area we need the money is in the equipment [REDACTED]

Travis Miller

>>> TMILLER<[tmiller@ag.tamu.edu](mailto:tmiller@ag.tamu.edu)> 11/28/2007 12:04 PM >>>

We have a need for additional equipment on the [REDACTED] budget. Please add these funds to this category.  
Travis Miller

[Message delivered by NotifyLink]

-----Original Message-----

**From:** "Avant, Bob" <[bavant@tamu.edu](mailto:bavant@tamu.edu)>  
**Sent:** Wed, November 28, 2007 11:51 AM  
**To:** "Diane Gilliland" <[d-gilliland@tamu.edu](mailto:d-gilliland@tamu.edu)>  
**Cc:** "Travis Miller" <[td-miller@tamu.edu](mailto:td-miller@tamu.edu)>, "Baltensperger, David" <[dbaltensperger@ag.tamu.edu](mailto:dbaltensperger@ag.tamu.edu)>  
**Subject:** RE: [REDACTED]

Diane,

I suggest that Travis Miller revise the budget to accommodate.

Bob Avant

Bioenergy Program Director

Texas Agricultural Experiment Station

512/422-6171 (Cell)

[bavant@tamu.edu](mailto:bavant@tamu.edu)

-----Original Message-----

From: Diane Gilliland [<mailto:d-gilliland@tamu.edu>]

Sent: Tuesday, November 27, 2007 5:25 PM

To: Avant, Bob

Subject: Chevron [REDACTED]

Bob,

When we set up the [REDACTED] project, we discovered that the budgets don't equal the total given for year 1 in the award. We are off by about \$28,972. It looks like the [REDACTED] project, rather than one of the others, is the culprit. The direct expenses equal \$431,310 not \$451,223 which also throws off the IDC.

How would you like us to allocate these dollars? We have asked Chevron for \$1,002,328 and we have \$973,356 budgeted.

Thanks.

Diane

**Progress Report**

Identification and Enhancement of Texas Oilseed Crops for

Project Number: BPTN-0047

Reporting Period: October 1, 2008 through December 31, 2008

University: Texas A&M University (Texas AgriLife Research)

Principal Investigator(s): Name: David Baltensperger and Travis Miller  
Telephone #: (979)845-4808  
E-mail address: td-miller@tamu.edu

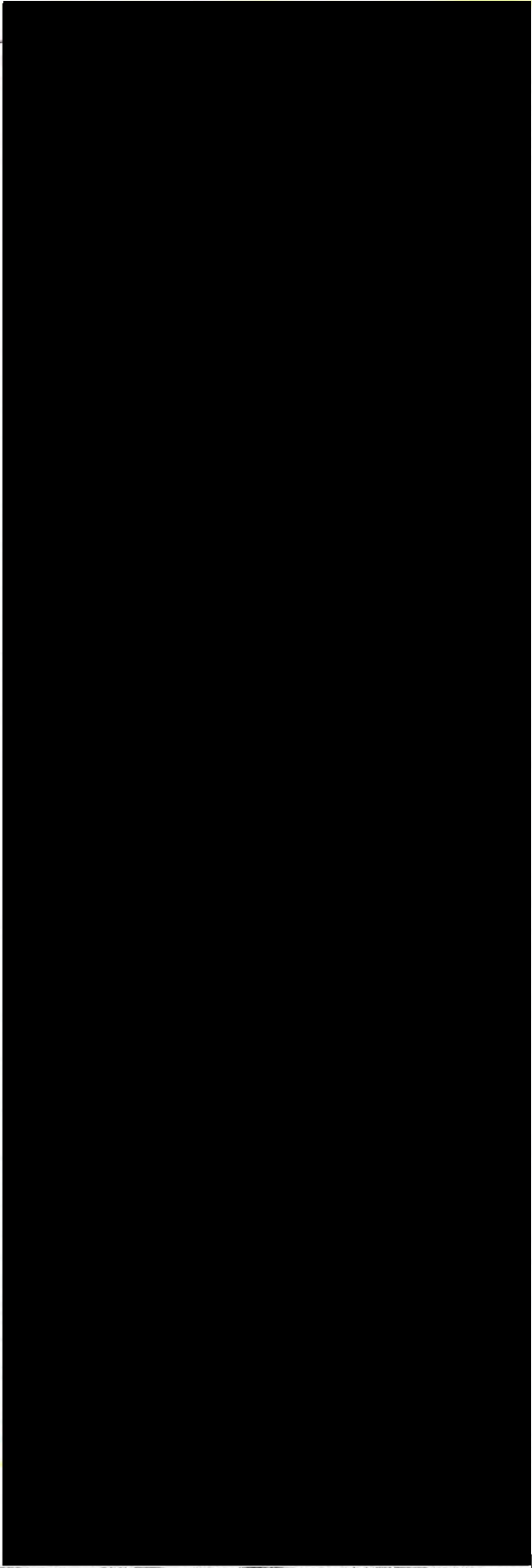
Chevron Technical Contact: Michelle Long

SCANNED IN

MAY 01 2009

Acct. #0907 TUES

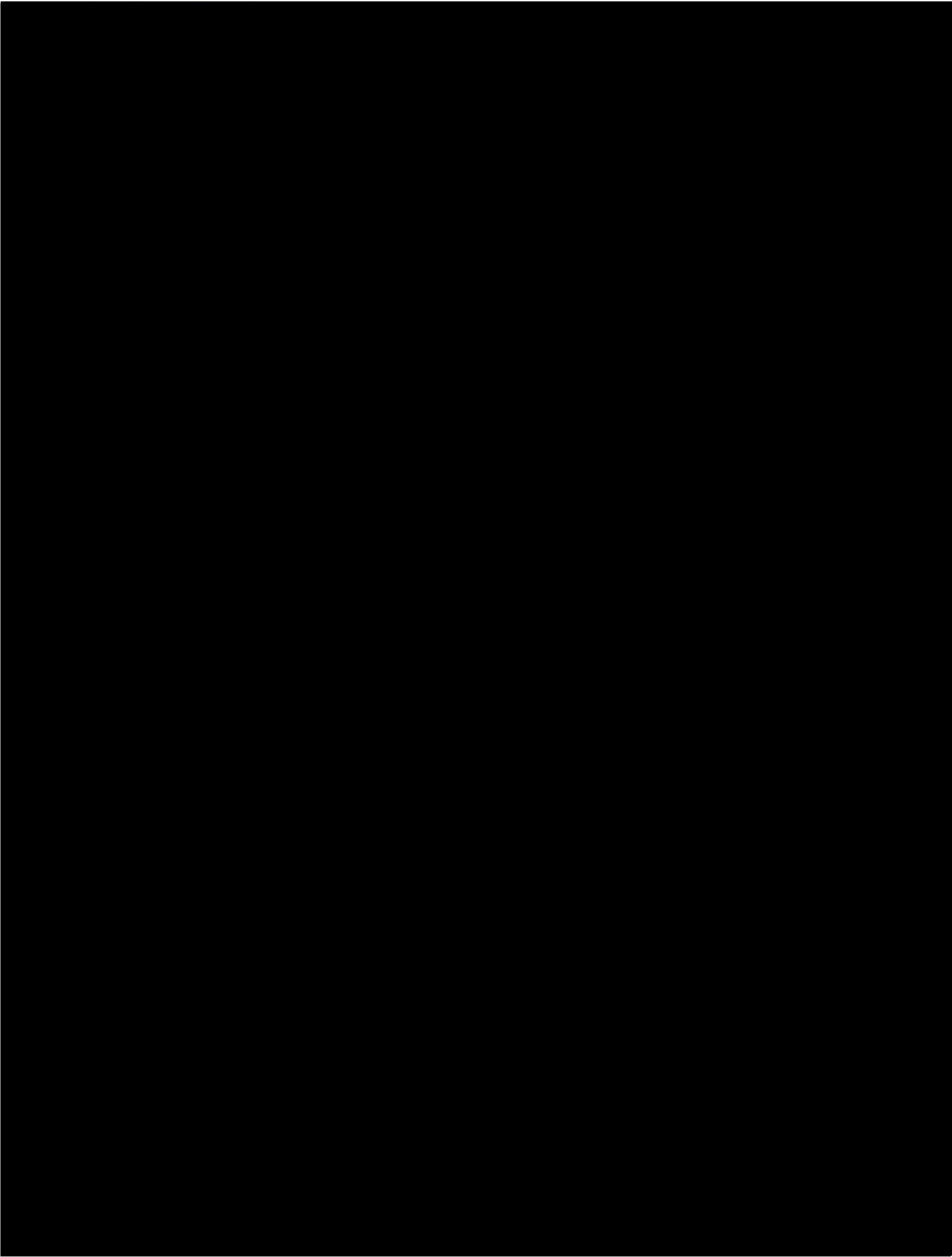
CF  
Release



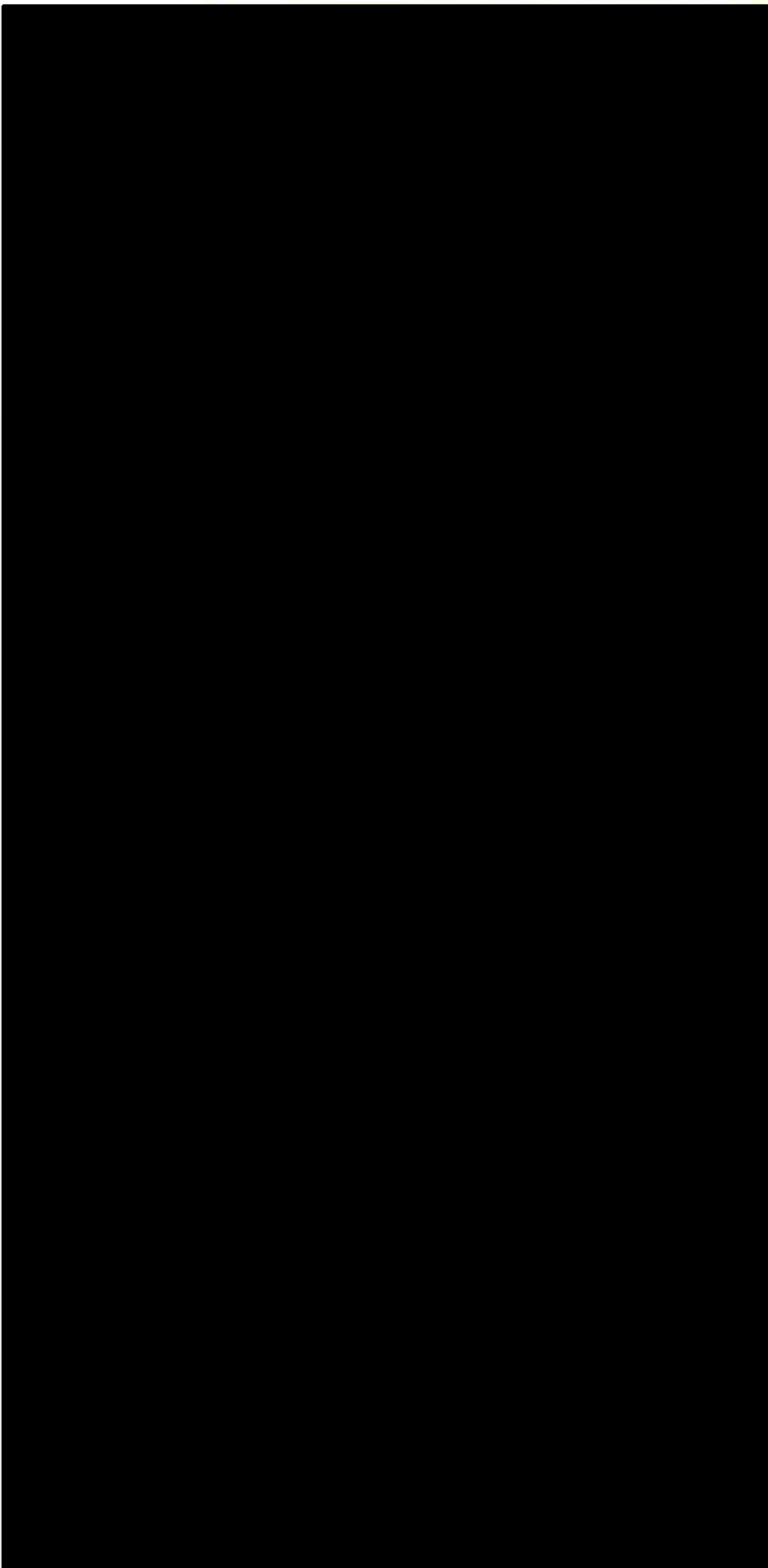
SCAN TO: TRES/SCSC/405291

LABEL DOCUMENT: [REDACTED]

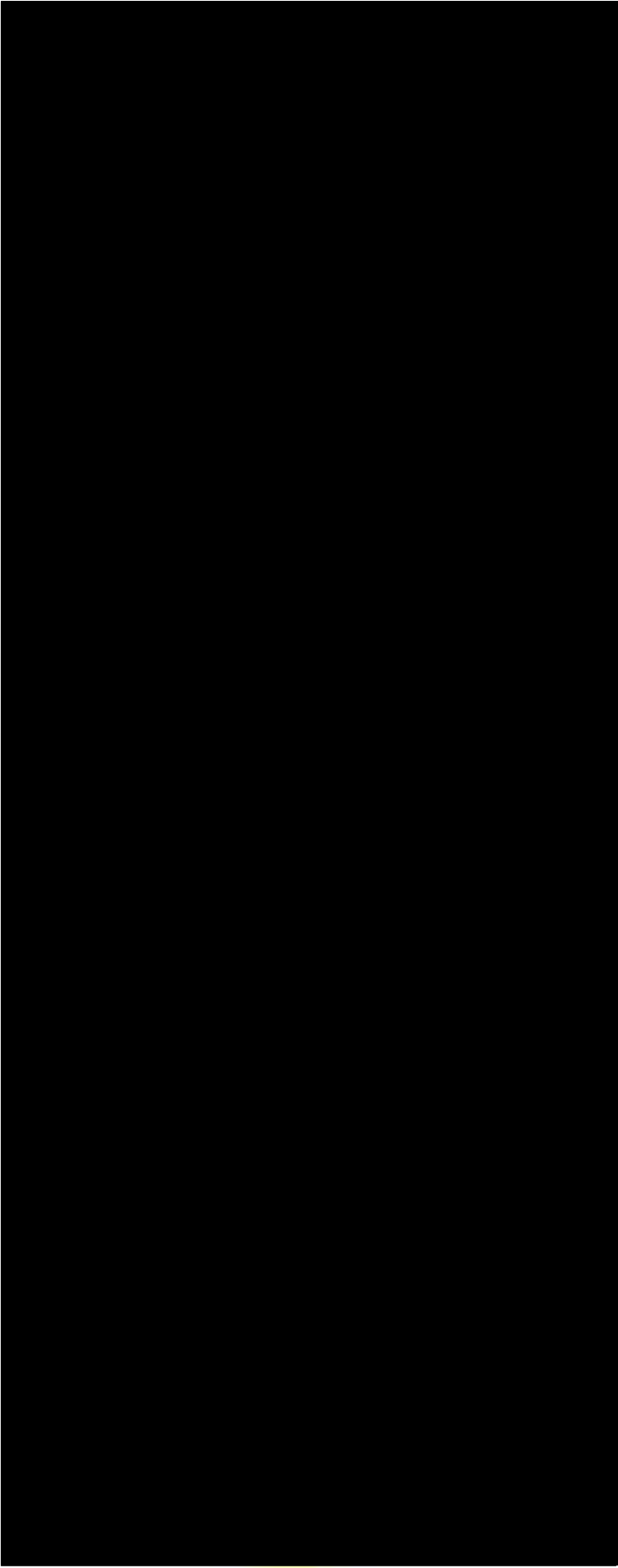
QTR REPORT - 4TH QTR 2008

































List presentations or publications that used results of this project and have been submitted or presented during this reporting period. Attach copy of presentation or paper to this report.

- Morgan, G.D., A.D. Hathcoat, M. Darapuneni, and A.L. Turner. 2008. Flax: A New, Old Crop for Texas. Association of Agriculture and Industrial Crops. College Station, TX. Crops
- Turner, A.L., G.D. Morgan, and A.D. Hathcoat. 2008. The Evaluation of Cool-season Oil-seed for Texas. American Society of Agronomy. Houston, TX.
- Turner, A.L., G.D. Morgan, A.D. Hathcoat, and M. Darapuneni. 2008. Identifying the Yield Potential for Cool-season Oil-seed Crops for South Central Texas. Association of Agriculture and Industrial Crops. College Station, TX.

Release [ ]























































Release



The Agriculture Program  
Texas Agricultural Experiment Station  
Texas Cooperative Extension  
The Texas A&M University System

Date: 2/26/2008

Dept/Unit: SCSC

Attention: Pam

### Award and Budget Allocation / Change Notice

**Award Description:** TAES  Extension  Start Date 10/1/2007 End Date 3/31/2011 New Acct.: Existing Acct.:

General Information:		Account Numbers:	
Principal Investigator:	Dr. D. Baltensperger	FAMIS:	405291
Sponsor Name:	Chevron Technology Ventures, LLC	Project:	
Agreement/Contract#	Year 2	TAMRF:	
Amount::	\$145,552.00	Proposal:	
Project Title:	Project 4 - [REDACTED] Testing & Development	Cost Sharing:	
Payment Type:	Reimbursable	Account:	
Installment/Lump Sum:	TAES/TCE Retains: Sponsor Retains:	Amount:	
		CFDA:	

#### BUDGET ALLOCATION:

Category	Amount
DIRECT (General) (1000)	
Salary, Wages & Benefits (1101)	\$ 75,536.00
Travel (3000)	\$ 10,000.00
Supplies (4000)	\$ 4,500.00
Other (5000) { Contractual	\$ 10,000.00
Equipment (8000)	
<b>TOTAL DIRECT</b>	<b>\$ 100,036.00</b>
Indirect / F&A (9600)	\$ 45,516.00
<b>TOTAL PROJECT</b>	<b>\$ 145,552.00</b>

#### ACCOUNTING CONTROLS:

FRS Screen 8 Subcode Edits		
Low 8000	High 8999	N
* N- objects not allowed * Y- object allowed		
ABR Rule for Budget: 9 See Screen 804		

Purchasing Cards
Sponsor requires copies of receipts to be sent to the C&G Office
Yes _____ No _____

Other Information:
Subcontracts: _____
Reports Due: _____

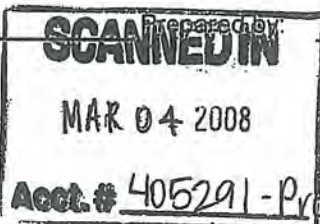
Notes:

Contract Administrator:



Dr. D. Baltensperger - Unit Director

Agriculture Programs  
Contracts and Grants



Prepared by: Alice Conchola  
Acct. # 405291 - Project 4 - Perennial Oilseed Testing and Development  
OBOS fees

**From:** Atin Agrawal  
**To:** Dean, Karen  
**CC:** Bremer, Jennifer; Lukeman, James T.; Sandner, Tribbie D; Simpson, Sha...  
**Date:** 5/28/2010 10:07 AM  
**Subject:** Fwd: Re: Maestro Access- Corporate Relations

Okay, it has been changed now.

Jennifer,  
Please scan in LF under for #405289.  
Thanks,  
Atin

>>> Karen Dean 5/28/2010 10:02 AM >>>  
Dr. Piccinni is no longer employed and Diane Rowland took his place.

>>> On 5/28/2010 at 10:00 AM, in message <4BFF9428.0697.0060.0@ag.tamu.edu>, Atin Agrawal wrote:  
Karen,  
What is the reason for the change in PI for #405289-87730? The budget is under Dr. Piccinni and Dr. Fromme for Udavide as per the contract and distribution that we got from Soil & Crop Sciences. We will need an email from Dr. Piccinni with justification if he wants to change it to Dr. Rowland?

Thanks,  
Atin

Atin Agrawal  
Financial Management Supervisor  
Texas A&M AgriLIFE Contracts & Grants  
2147 TAMU, College Station, TX 77843

Phone: 979.845.7864  
Fax: 979.862.7775

>>> Tribbie D Sandner 5/27/2010 2:38 PM >>>  
Atin,  
Can you change the Responsible person on account 405289-87730?  
Thanks, Tribbie

>>> Karen Dean 5/27/2010 12:30 PM >>>  
Could you change G. Piccinni to D. Rowland

Thanks

>>> On 5/27/2010 at 11:31 AM, in message <4BFE5807.94BE.001E.1@ag.tamu.edu>, Tribbie D Sandner wrote:

Attached you will find a list of all accounts Corporate Relations would like view access to in Maestro. Please let me know ASAP if you have a problem with them being able to view these accounts.

They will not be given access to all accounts on the PI, just the ones they have specifically asked for. Thanks, Tribbie

SCANNED IN

MAY 28 2010

Acct. #405289-PI change

1009 taes



The Agriculture Program  
 The Agriculture Program  
 Texas Agricultural Experiment Station  
 Texas Cooperative Extension  
 The Texas A&M University System

*CJ Release*

Date: 2/26/2008

Date: 2/26/2008

Dept/Unit: SCSC

Attention: Pam

**Award and Budget Allocation / Change Notice**

**Award Description:** TAES X Start Date 10/1/2007 New Acct.: \_\_\_\_\_  
 Extension \_\_\_\_\_ End Date 3/31/2011 Existing Acct.: X

General Information:		Account Numbers:	
Principal Investigator:	<u>Dr. D. Baltensperger</u>	FAMIS:	<u>405292</u>
Sponsor Name:	<u>Chevron Technology Ventures, LLC</u>	Project:	_____
Agreement/Contract#	<u>Year 2</u>	TAMRF:	_____
Amount:	<u>\$240,909.00</u>	Proposal:	_____
Project Title:	<u>Project 5 - Environmental, Energy &amp; Economic Assessment</u>	Cost Sharing:	_____
Payment Type:	<u>Reimbursable</u>	Account:	_____
Amount:	_____	Amount:	_____
Installment/Lump Sum:	TAES/TCE Retains: _____ Sponsor Retains: _____	CFDA:	_____

**BUDGET ALLOCATION:**

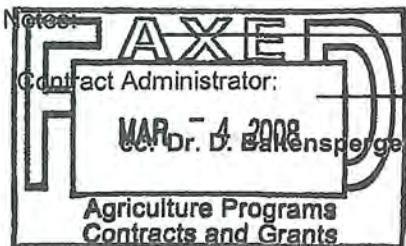
**ACCOUNTING CONTROLS:**

Category	Amount
DIRECT (General) (1000)	
Salary, Wages & Benefits (1101)	\$ 100,800.00
Travel (3000)	\$ 11,500.00
Supplies (4000)	\$ 12,500.00
Other (5000)	\$ 43,400.00
{ Contractual	
Equipment (8000)	
<b>TOTAL DIRECT</b>	<b>\$ 168,200.00</b>
Indirect / F&A (9600)	\$ 72,709.00
<b>TOTAL PROJECT</b>	<b>\$ 240,909.00</b>

FRS Screen 8 Subcode Edits		
Low	High	
8000	8999	N
* N- objects not allowed * Y- object allowed		
ABR Rule for Budget: <u>9</u> See Screen 804		

Purchasing Cards
Sponsor requires copies of receipts to be sent to the C&G Office
Yes _____ No _____

Other Information:
Subcontracts: _____
Reports Due: _____



*[Handwritten signature]*



Prepared by: Alice Conchola

*[Handwritten signature]*

**Acct. # 405292 - Project 5 - Environmental, Energy, & Economic Assessment**  
*DB05 faer*

Date: 5/4/2009

Dept/Unit: SCSC

Attention: Stacy

**Award and Budget Allocation / Change Notice**

**Award Description:** TAES - 06 X Start Date \_\_\_\_\_ New Acct.: \_\_\_\_\_  
TAEX - 07 \_\_\_\_\_ End Date 3/31/2011 Existing Acct: X

General Information:		Account Numbers:	
Principal Investigator:	<u>Dr. T.D. Miller</u>	FAMIS:	<u>405289</u>
Sponsor Name:	<u>Chevron Technology Ventures, LLC</u>	Project:	_____
Agreement/Contract#	_____	TAMRF:	_____
Amount:	<u>-\$24,653.00</u>	Proposal:	_____
Project Title:	<u>Reduce IDC and reallocate to travel and other categories</u>	Cost Sharing:	_____
Payment Type:	<u>Reimbursable</u>	Account:	_____
Installment/Lump Sum:	TAES/TCE Retains: _____ Sponsor Retains: _____	Amount:	_____
		CFDA:	_____

**BUDGET ALLOCATION:**

Category	Amount
DIRECT (General) (1000)	_____
Salary & Wages (1101)	_____
Benefits (1900)	_____
Travel (3000)	\$ <u>12,327.00</u>
Supplies (4000)	_____
Other (5000)	\$ <u>12,326.00</u>
{ _____ for Tuition}	
Equipment (8000)	_____
<b>TOTAL DIRECT</b>	\$ <u>24,653.00</u>
Indirect / F&A (9600)	\$ <u>(24,653.00)</u>
<b>TOTAL PROJECT</b>	\$ <u>-</u>

**ACCOUNTING CONTROLS:**

FRS Screen 8 Subcode Edits		
Low	High	N/Y*
8000	8999	N

\* N- objects not allowed  
\* Y- object allowed

ABR Rule for Budget: 9 See Screen 804

Purchasing Cards
Sponsor requires copies of receipts to be sent to the C&G Office
Yes _____ No _____

Other Information:
Subcontracts: _____
Reports Due: _____

Notes: **TAEXED**  
Contract Administrator: [Signature]  
MAY 7 2009  
cc: \_\_\_\_\_  
Agriculture Programs  
Contracts and Grants

**SCANNED IN**

Prepared by: Alice Conchola [Signature]

MAY 07 2009

**Acct. # 405289 - Reduce IDC**  
0907 taes



F3193 CONTROL TOTAL HAS BEEN MODIFIED - PLEASE NOTE CHANGE  
 10B BUDGET ENTRY

05/04/09 15:01  
 FY 2009 CC 06

CHEVRON TECHNOLOGY VENTURES  
 SCREEN: \_\_\_ ACCOUNT: 405357 00000 SL/SA LEVEL: SA THRU MONTH: 5 MAY  
 TYPE: 1 0 - ORIGINAL, 1 - REVISED, 7 - BUDGET FORWARD

REF NO 1: \_\_\_\_\_ 2: REALLOC 3: IDC \_\_\_\_\_ 4: \_\_\_\_\_  
 COST REF 1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_ PAGE: 1 OF 1 VIEWED

CAT	DESCRIPTION	C	P	CURR BUDGET	BUDGET ADJUST	D/C	NEW BUDGET
0001	REVENUE POOL			296819.38-	24653.00	C	321472.38-
1101	SALARIES & WAGES POO			68657.00			68657.00
3000	TRAVEL POOL			8809.00	12327.00	D	21136.00
4000	SUPPLIES POOL			13500.00			13500.00
5000	OTHER EXPENSE POOL			23718.00	12326.00	D	36044.00
8000	CAPITAL OUTLAY POOL						
9600	INDIRECT COST POOL			56237.69			56237.69

TOTALS: 125897.69- 0.00 D 125897.69-

TRANSACTIONS: 2 AMOUNT: 49,306.00 BATCH: BJNA01 DATE: 05/04/2009  
 ENTER-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---  
 HMENU HELP EHELP POST BKWD FRWD LEFT RIGHT  
 4-© 1 Sess-1 128.194.103.18 TAMT0900 DOC» 17/51

F3193 CONTROL TOTAL HAS BEEN MODIFIED - PLEASE NOTE CHANGE  
 10B BUDGET ENTRY

05/04/09 14:48  
 FY 2009 CC 06

CHEVRON TECHNOLOGY VENTURES

SCREEN: \_\_\_ ACCOUNT: 405289 00000 SL/SA LEVEL: SA THRU MONTH: 5 MAY

TYPE: 1 0 - ORIGINAL, 1 - REVISED, 7 - BUDGET FORWARD

REF NO 1: \_\_\_\_\_ 2: REDUCE\_ 3: IDC\_\_\_\_\_ 4: \_\_\_\_\_

COST REF 1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_ PAGE: 1 OF 1 VIEWED

CAT	DESCRIPTION	C	P	CURR BUDGET	BUDGET ADJUST	D/C	NEW BUDGET
0001	REVENUE POOL			1765425.74-	24653.00	D	1740772.74-
1101	SALARIES & WAGES POO			326501.00		-	326501.00
3000	TRAVEL POOL			27600.00		-	27600.00
4000	SUPPLIES POOL			43556.00		-	43556.00
5000	OTHER EXPENSE POOL			55185.00		-	55185.00
8000	CAPITAL OUTLAY POOL			25000.00		-	25000.00
9600	INDIRECT COST POOL			230640.99	24653.00	C	205987.99

TOTALS: 1056942.75- 0.00 C 1056942.75-

TRANSACTIONS: 0 AMOUNT: 0.00 BATCH: BJNA01 DATE: 05/04/2009

ENTER-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10---PF11---PF12---

HMENU HELP EHELP POST BKWD FRWD LEFT RIGHT

4-© 1 Sess-1 128.194.103.18 TAMT0900 DOC» 4/12

[ ] Release

F7 '09

Alice -  
Please allocate  
yr. 3 funds  
for Chevron.  
Funds have  
been received.  
Thanks -  
Stude  
3-26-09  
358991

### Chevron Oilseed Year 3 Set Up

405289

Project 1- [redacted]

Salaries/Fringe	\$313,556.00
Supplies	\$19,000.00
Travel	\$26,000.00
Other	\$43,495.00
Equipment	\$25,000.00
Total Direct	\$427,051.00
IDC	\$203,563
TOTAL	\$630,614

405289

- \* 1 SPR award number
- \* 5 FRS accounts - one for each project
- \* Project Numbers for each individual

S/B \$178,910.00  
IDC

diff 24,652.45  
405521

### Project 2- [redacted] begins in Year 2

Salaries/Fringe	\$62,657.00
Supplies	\$13,500.00
Travel	\$5,656.00
Other	\$22,873.00
Equipment	
Total Direct	\$104,686.00
IDC	\$43,595
TOTAL	\$148,281

405357

### Project 5- Environmental, Energy and Economic Assessment

405292

Salaries/Fringe	\$130,247.00
Supplies	\$18,000.00
Travel	\$1,000.00
Other	\$82,304.00
Equipment	
Total Direct	\$231,551.00
IDC	\$97,482
TOTAL	\$329,033

S/B 97,462.82  
diff 19.18

### Project 3- [redacted] Breeding

Salaries/Fringe	\$41,516.00
Supplies	\$4,000.00
Travel	\$4,000.00
Other	\$30,000.00
Equipment	
Total Direct	\$79,516.00
IDC	\$22,530
TOTAL	\$102,046

405240

### All Projects- Year 1

Total Direct	\$945,783
IDC	\$414,026
TOTAL	\$1,359,809

below allocation by  
placed in IDC project 1  
per DG

24,495  
24,653

### Project [redacted] Testing and Development

405291

Salaries/Fringe	\$78,479.00
Supplies	\$4,500.00
Travel	\$10,000.00
Other	\$10,000.00
Equipment	
Total Direct	\$102,979.00
IDC	\$46,855
TOTAL	\$149,834

**From:** Stacy Ferrell  
**To:** Neveu, Charles  
**CC:** Rhodes, Carol  
**Date:** 5/4/2009 11:28 AM  
**Subject:** Chevron

Charles,  
please split the additional \$24,654 into acct# 405289-90170:

Travel: \$12,327  
Other Expenses: \$12,327

Please let me know as soon as the funds are all dropped so I can move them.

Thanks,  
Stacy

023 Transaction Inquiry by Account

05/04/09 14:25

CHEVRON TECHNOLOGY VENTURES

FY 2009 CC 06

Screen: \_\_\_ Account: 405289 9000 Ref: 2 Direct/Indirect: D

Bank Option: N

Sbcd	TC	Ref 2	Date	Description	Amount	I	BatRef	Offset	Acct
9600	027	BBF2008	09/01	PROJECT BUDGET FOR	27,077.99	D	BBPJ01		
9600	027	BBF2008	09/01	PROJECT BUDGET FOR	32,986.57	D	BBPJ01		
9600	027	BBF2008	09/01	PROJECT BUDGET FOR	17,161.18	D	BBPJ01		
9600	027	BBF2008	09/01	PROJECT BUDGET FOR	17,161.18	D	BBPJ01		
9600	027	BBF2008	09/01	PROJECT BUDGET FOR	17,161.18	D	BBPJ01		
9600	027	BBF2008	09/01	PROJECT BUDGET FOR	17,161.18	D	BBPJ01		
9600	027	BBF2008	09/01	PROJECT BUDGET FOR	17,161.18	D	BBPJ01		
9600	027	BBF2008	09/01	PROJECT BUDGET FOR	17,161.18	D	BBPJ01		
9600	027	BBF2008	09/01	PROJECT BUDGET FOR	117,510.96	D	BBPJ01		
9600	027	BBF2008	09/01	PROJECT BUDGET FOR	12,527.02	D	BBPJ01		
9600	027	BBF2008	09/01	PROJECT BUDGET FOR	17,161.18	D	BBPJ01		
9600	027	BBF2008	09/01	PROJECT BUDGET FOR	6,653.94	D	BBPJ01		
9600	021	CHEVRON	03/31	Indirect Cost Pool	203,563.00	D	BJNA01		
9600	021	PROJ 2	03/31	Indirect Cost Pool	43,595.00	D	BJNA01		

\* Continued \*

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---

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View

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TAMT0814

4/12



The Agriculture Program  
 Texas Agricultural Experiment Station  
 Texas Cooperative Extension  
 The Texas A&M University System

Date: 2/26/2008

Dept/Unit: SCSC

Attention: Pam

**Award and Budget Allocation / Change Notice**

**Award Description:** TAES  Start Date 10/1/2007 New Acct.:   
 Extension  End Date 3/31/2011 Existing Acct:

General Information:		Account Numbers:	
Principal Investigator:	<u>Dr. D. Baltensperger</u>	FAMIS:	<u>405357</u>
Sponsor Name:	<u>Chevron Technology Ventures, LLC</u>	Project:	<u>9265</u>
Agreement/Contract#	<u>Year 2</u>	TAMRF:	
Amount::	<u>\$148,616.00</u>	Proposal:	
Project Title:	<u>Project 2 - [REDACTED]</u>	Cost Sharing:	
Payment Type:	<u>Reimbursable</u>	Account:	
Installment/Lump Sum:	TAES/TCE Retains: _____ Sponsor Retains: _____	Amount:	
		CFDA:	

**BUDGET ALLOCATION:**

Category	Amount
DIRECT (General) (1000)	
Salary, Wages & Benefits (1101)	\$ 66,021.00
Travel (3000)	\$ 9,813.00
Supplies (4000)	\$ 10,250.00
Other (5000)	\$ 18,700.00
{ Contractual	
Equipment (8000)	
<b>TOTAL DIRECT</b>	<b>\$ 104,784.00</b>
Indirect / F&A (9600)	\$ 43,832.00
<b>TOTAL PROJECT</b>	<b>\$ 148,616.00</b>

**ACCOUNTING CONTROLS:**

FRS Screen 8 Subcode Edits		
Low	High	
8000	8999	N
* N- objects not allowed * Y- object allowed		
ABR Rule for Budget: <u>9</u> See Screen 804		

Purchasing Cards
Sponsor requires copies of receipts to be sent to the C&G Office
Yes _____ No _____

Other Information:
Subcontracts: _____
Reports Due: _____

Notes: Pam - Create support accts. using project #9265 for each PI's budget.

Contract Administrator:  
**MAR - 4 2008**  
 cc: Dr. D. Baltensperger - Unit Director  
 Agriculture Programs  
 Contracts and Grants

Prepared by: Alice Conchola  
**SCANNED IN**  
 MAR 04 2008  
 Acct. # 405357-project2-biofuel peanut  
 DB05 taes

[ ] release

### Chevron Year 2 Set Up

#### Project 1- [ ] (405289)

Salaries/Fringe	\$253,989.00
Supplies	\$37,756.00
Travel	\$26,000.00
Other	\$44,900.00
Equipment	\$25,000.00
<b>Total Direct</b>	<b>\$387,645.00</b>
<b>TOTAL</b>	<b>\$542,684.00</b>

- \* 1 SPR award number
- \* 5 FRS accounts - one for each project
- \* Project Numbers for each individual

\$23,756.00 Diff in Proj 1 placed in supplies

#### Project 2- [ ] (405357) begins in Year 2 (NEW)

Salaries/Fringe	\$66,021.00
Supplies	\$10,250.00
Travel	\$9,813.00
Other	\$18,700.00
Equipment	
<b>Total Direct</b>	<b>\$104,784.00</b>
<b>TOTAL</b>	<b>\$148,616.00</b>

#### Project 5- [ ] Environmental, Energy and Economic Assessment (405292)

Salaries/Fringe	\$100,800.00
Supplies	\$12,500.00
Travel	\$11,500.00
Other	\$43,400.00
Equipment	
<b>Total Direct</b>	<b>\$168,200.00</b>
<b>TOTAL</b>	<b>\$240,909.00</b>

#### Project 3- [ ] Breeding (405290)

Salaries/Fringe	\$34,833.00
Supplies	\$3,600.00
Travel	\$2,800.00
Other	\$10,000.00
Equipment	
<b>Total Direct</b>	<b>\$51,233.00</b>
<b>TOTAL</b>	<b>\$69,994.00</b>

#### All Projects- Year 1

Total Direct	\$811,898.00
IDC	\$335,857.00
<b>TOTAL</b>	<b>\$1,147,755.00</b>

#### Project 4- [ ] Testing and Development (405291)

Salaries/Fringe	\$75,536.00
Supplies	\$4,500.00
Travel	\$10,000.00
Other	\$10,000.00
Equipment	\$0.00
<b>Total Direct</b>	<b>\$100,036.00</b>
<b>TOTAL</b>	<b>\$145,552.00</b>

Alice -

Please set up year 2 funding for Chevron per Diane's request.

Thanks -  
Shirley  
2/26/08

## Breakdown for SPR 114

Year 2

PI	Dept.	Direct Amount	Indirect Amount	Total
D. Baltensperger	SCSC	\$76,394.75	\$31,602.14	\$107,996.89
J. Heitholt	DALL	\$11,879.00	\$4,913.97	\$16,792.97
J. Sloan	DALL	\$11,879.00	\$4,913.97	\$16,792.97
B. Bean	AMAR	\$23,758.00	\$9,827.95	\$33,585.95
C. Trostle	LUBB	\$44,374.00	\$18,356.15	\$62,730.15
D. Foster	LUBB	\$44,374.00	\$18,356.15	\$62,730.15
W.J. Grichar	CORP	\$23,758.00	\$9,827.95	\$33,585.95
R. Wiedenfeld	WESL	\$23,758.00	\$9,827.95	\$33,585.95
T. Baughman	VERN	\$23,758.00	\$9,827.95	\$33,585.95
T. Miller	SCSC	\$158,430.75	\$65,537.88	\$223,968.63
J. Blumenthal	SCSC	\$28,516.75	\$11,796.49	\$40,313.24
C. Morgan	SCSC	\$172,958.75	\$71,547.67	\$244,506.42
L. Tarpley	BEAU	\$23,758.00	\$9,827.95	\$33,585.95
D. Fromme	UVAL	\$11,879.00	\$4,913.97	\$16,792.97
G. Piccinni	UVAL	\$11,879.00	\$4,913.97	\$16,792.97
Baring		\$48,479.00	\$20,054.26	\$68,533.26
Burow	LUBB	\$27,669.00	\$11,445.81	\$39,114.81
Simpson	STEP	\$20,637.00	\$8,536.89	\$29,173.89
A. Kemanian	TEMP	\$23,758.00	\$9,827.95	\$33,585.95
TOTAL Funds		\$811,898.00	\$335,857.00	\$1,147,755.00



[ ] Release

## TAES/ TEES – Chevron Technology Ventures Research Grant Cover Sheet

Send to: [bavant@tamu.edu](mailto:bavant@tamu.edu)

<b>PROGRAM INFORMATION</b>	
Program Title	Texas A&M BioEnergy Alliance – Chevron 2007 Research Program
Agreement Name	Cooperative Research Agreement
Sponsor Name	Chevron Technology Ventures, a division of U.S.A. Inc (CTV)
Prelim Proposal Due Date	Oct 1, 2007 (required)
Full Proposal Due Date	Oct 9, 2007 (by invitation only)
Proposal Type	Research Proposal
<b>PROJECT INFORMATION</b>	
Project Title	Identification & Enhancement of Texas Oilseed Crops for Second
<b>PI #1. Name</b>	
PI #1. Name	David Baltensperger
Title	Professor and Head
Department	Soil and Crop Sciences Dept
Telephone	979-845-3041
Fax	979-845-0456
e-mail Address	dbaltensperger@ag.tamu.edu
<b>PI #2. Name</b>	
PI #2. Name	Travis Miller
Title	Professor and Associate Head
Department	Soil and Crop Sciences Dept
Telephone	979-845-4008
Fax	979-845-0456
e-mail Address	TMiller@ag.tamu.edu
Project Part A -Period	A. Start Date: October 2007 B. End Date: March 30, 2011
Amount Requested (Total)	\$5,220,285
Budget Amount (per year)	Year 1: \$1,002,328 (note: 1 year from award date)
	Year 2: \$1,147,755
	Year 3: \$1,359,806
	Year 4: \$1,383,575
	Year 5: \$326,821 (Note: Contract Ending Date: April 09 2011)
<b>Co-PI &amp; Senior Personnel</b>	
Project Brief Summary	This is a five part project for
	Carol Rhodes <a href="mailto:cj-rhodes@tamu.edu">cj-rhodes@tamu.edu</a>

# Project 1

①

Project Annual	Phase 1					Phase 2					Grand Total	
	2007	2008	2009	2010	2011/3mo	Phase 1 Total	2011/9 mo	2012	2013	2014/Phase 2 Total		Grand Total
Heilhut, Sloan-Dallas												
technician salary	\$12,688	\$15,225	\$15,966	\$16,766	\$4,039	\$64,723	\$12,925			\$12,925	\$77,648	
supplies	\$4,729	\$5,533	\$5,668	\$5,809	\$1,365	\$23,104	\$4,369			\$4,369	\$27,473	
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067			\$1,067	\$8,801	
subtotal Dallas	\$19,716	\$23,758	\$24,654	\$25,595	\$5,904	\$99,627	\$18,694			\$18,694	\$118,521	
Bacon-Amarillo												
technician salary	\$12,688	\$15,225	\$15,966	\$16,766	\$4,039	\$64,723	\$12,925			\$12,925	\$77,648	
supplies	\$4,729	\$5,533	\$5,668	\$5,809	\$1,365	\$23,104	\$4,369			\$4,369	\$27,473	
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067			\$1,067	\$8,801	
subtotal Amarillo	\$19,716	\$23,758	\$24,654	\$25,595	\$5,904	\$99,627	\$18,694			\$18,694	\$118,521	
Troetter/Foster-Lubbock/Peecos												
technician salary	\$25,375	\$30,450	\$31,573	\$33,571	\$9,078	\$129,447	\$25,950			\$25,950	\$185,286	
supplies	\$1,800	\$2,000	\$2,000	\$2,000	\$167	\$7,967	\$533			\$533	\$8,499	
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067			\$1,067	\$8,801	
subtotal Lubbock/Peecos	\$38,035	\$45,516	\$47,308	\$49,189	\$11,309	\$197,354	\$36,188			\$36,188	\$227,942	
Griener-Gulf Coast												
technician salary	\$12,688	\$15,225	\$15,966	\$16,766	\$4,039	\$64,723	\$12,925			\$12,925	\$77,648	
supplies	\$4,729	\$5,533	\$5,668	\$5,809	\$1,365	\$23,104	\$4,369			\$4,369	\$27,473	
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067			\$1,067	\$8,801	
subtotal Gulf Coast	\$19,716	\$23,758	\$24,654	\$25,595	\$5,904	\$99,627	\$18,694			\$18,694	\$118,521	
Wiedentfeld-Weslaco												
technician salary	\$12,688	\$15,225	\$15,966	\$16,766	\$4,039	\$64,723	\$12,925			\$12,925	\$77,648	
supplies	\$4,729	\$5,533	\$5,668	\$5,809	\$1,365	\$23,104	\$4,369			\$4,369	\$27,473	
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067			\$1,067	\$8,801	
subtotal Weslaco	\$19,716	\$23,758	\$24,654	\$25,595	\$5,904	\$99,627	\$18,694			\$18,694	\$118,521	
Baughman-Vernon												
technician salary	\$12,688	\$15,225	\$15,966	\$16,766	\$4,039	\$64,723	\$12,925			\$12,925	\$77,648	
supplies	\$4,729	\$5,533	\$5,668	\$5,809	\$1,365	\$23,104	\$4,369			\$4,369	\$27,473	
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067			\$1,067	\$8,801	
subtotal Vernon	\$19,716	\$23,758	\$24,654	\$25,595	\$5,904	\$99,627	\$18,694			\$18,694	\$118,521	
College Station- Bailiensperger, Miller, Bhurmanitral, Morgan												
MS grad student-salaris	\$35,800	\$37,590	\$39,470	\$41,443	\$7,269	\$161,581	\$23,324			\$23,324	\$184,915	
Program Specialist	\$8,272	\$8,463	\$8,642	\$8,821	\$1,900	\$36,190	\$6,081			\$6,081	\$42,169	
supplies	\$22,911	\$13,125	\$15,433	\$15,921	\$2,748	\$65,012	\$8,759			\$8,759	\$73,771	
travel	\$7,500	\$5,000	\$5,000	\$5,000	\$639	\$19,339	\$2,680			\$2,680	\$22,019	
tuition and fees	\$16,000	\$16,900	\$17,745	\$18,632	\$0	\$70,177	\$0			\$0	\$70,177	
subcontract-Tessara Tech(Audit)	\$45,000	\$45,000	\$45,750	\$46,500	\$4,900	\$185,199	\$25,209			\$25,209	\$210,408	
total	\$207,258	\$114,067	\$167,165	\$174,269	\$27,529	\$690,278	\$88,093			\$88,093	\$778,371	

Project 4 cont.

Project	Phase 1					Phase 2					Grand Total	
	2007	2008	2009	2010	2011/3mo	Phase 1 Total	2011/3 mo	2012	2013	2014/Phase 2 Total	Phase 2 Total	Grand Total
Beasumont- Torpley	\$12,688	\$15,225	\$15,988	\$16,788	\$4,039	\$64,723	\$12,925			\$12,925	\$77,648	
technician	\$4,729	\$5,533	\$5,688	\$5,809	\$1,365	\$23,104	\$4,369			\$4,369	\$27,473	
supplies	\$900	\$1,000	\$1,000	\$1,000	\$250	\$4,150	\$600			\$600	\$4,950	
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$500	\$7,900	\$1,600			\$1,600	\$9,500	
total- Beasumont	\$19,716	\$23,758	\$24,654	\$25,595	\$6,154	\$89,677	\$19,694			\$19,694	\$119,571	
Uvalde- Fromms, Precinct												
technician	\$12,688	\$15,225	\$15,988	\$16,788	\$4,039	\$64,723	\$12,925			\$12,925	\$77,648	
supplies	\$4,729	\$5,533	\$5,688	\$5,809	\$1,365	\$23,104	\$4,369			\$4,369	\$27,473	
travel	\$900	\$1,000	\$1,000	\$1,000	\$250	\$4,150	\$600			\$600	\$4,950	
Uvalde- total	\$18,716	\$23,758	\$24,654	\$25,595	\$6,154	\$89,677	\$19,694			\$19,694	\$119,571	
Capital equipment:												
planter deep bands, combine parts,	\$43,000	\$25,000	\$25,000	\$0	\$2,000	\$93,000	\$0			\$0	\$93,000	
sweatbander, pickups	\$0	\$3,000	\$5,000	\$5,000	\$2,000	\$15,000	\$3,000			\$3,000	\$18,000	
Publications and web-based materials												
Annual conference and coordination	\$5,000	\$10,000	\$10,000	\$10,000	\$10,000	\$45,000	\$10,000			\$10,000	\$55,000	
TOTAL DIRECT COSTS	\$451,223	\$397,845	\$491,763	\$443,265	\$38,966	\$1,832,642	\$231,088			\$231,088	\$2,123,780	
IDC-43.5% MITDC	\$178,052	\$155,039	\$179,518	\$165,835	\$43,678	\$741,334	\$128,214			\$128,214	\$889,548	
TOTAL REQUES	\$629,274	\$542,884	\$670,613	\$609,099	\$142,604	\$2,574,016	\$419,313			\$419,313	\$3,013,328	

Project 2

Project 2

3

Project	Phase 1					Phase 2			Grand Total		
	2007	2008	2009	2010	2011/3mo	Phase 1 Total	2011/6 mo	2012		2013	2014/Phase 2 Total
Collegia Station, Baring											
Salaries - Wage Labor	\$10,000	\$10,000	\$10,000	\$10,000	\$3,333	\$33,333	\$6,667	\$10,000		\$16,667	\$50,000
Benefits, wage labor	\$1,010	\$1,010	\$1,010	\$1,010	\$337	\$3,387	\$673	\$1,010		\$1,683	\$5,650
M.S. student salary-one	\$17,900	\$16,795	\$16,795	\$19,735	\$6,638	\$63,688	\$13,683	\$21,758		\$35,441	\$99,000
Tuition and fees	\$4,136	\$4,226	\$4,226	\$4,226	\$1,273	\$13,958	\$2,954	\$4,526		\$7,480	\$21,438
Travel - domestic	\$9,450	\$9,873	\$9,873	\$9,316	\$3,228	\$30,687	\$6,554	\$3,369		\$9,943	\$39,810
Travel - international	\$0	\$0	\$0	\$0	\$250	\$250	\$250	\$278		\$528	\$1,000
supplies and other expenses	\$4,000	\$4,000	\$4,000	\$3,500	\$1,000	\$12,500	\$2,000	\$3,000		\$5,000	\$3,000
Subtotal	\$46,479	\$47,862	\$47,862	\$46,767	\$16,258	\$159,366	\$33,242	\$49,269		\$82,500	\$251,967
Lubbock, Burrow											
Salaries - Wage Labor	\$13,500	\$15,000	\$15,000	\$15,000	\$3,750	\$47,250	\$12,000	\$14,000		\$26,000	\$73,250
Benefits - Wage Labor	\$1,364	\$1,515	\$1,515	\$1,515	\$379	\$4,772	\$1,212	\$1,414		\$2,626	\$7,398
Travel - domestic	\$805	\$672	\$672	\$672	\$168	\$2,347	\$539	\$761		\$1,299	\$3,646
Travel - international	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0
supplies and other expenses	\$12,000	\$5,000	\$5,000	\$5,000	\$1,250	\$23,250	\$4,000	\$4,500		\$8,500	\$31,750
Subtotal	\$27,669	\$22,187	\$22,187	\$22,187	\$5,547	\$77,599	\$17,750	\$20,675		\$38,625	\$116,914
Simpson, Stephanville											
salaries - Wage labor	\$11,000	\$11,000	\$11,000	\$11,000	\$2,625	\$35,625	\$8,400	\$10,000		\$18,400	\$54,025
Benefits - Wage Labor	\$1,111	\$1,111	\$1,111	\$1,111	\$265	\$3,588	\$898	\$665		\$1,733	\$5,322
Travel - domestic	\$1,026	\$1,026	\$1,026	\$926	\$143	\$2,721	\$457	\$615		\$1,072	\$3,793
Travel - international	\$3,000	\$3,000	\$3,000	\$3,000	\$750	\$9,750	\$2,400	\$0		\$2,400	\$12,150
supplies and other expenses	\$4,500	\$4,500	\$4,500	\$4,000	\$1,000	\$14,000	\$3,200	\$3,500		\$6,700	\$20,700
Subtotal	\$20,637	\$20,637	\$20,637	\$19,637	\$4,783	\$65,694	\$15,305	\$15,000		\$30,305	\$95,999
Seed Increase, Godoy, Brazil											
salaries - Wage labor	\$8,000	\$9,000	\$9,000	\$9,000	\$2,250	\$28,250	\$7,200	\$8,500		\$15,700	\$41,950
Benefits - Wage Labor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0
Travel - domestic	\$1,000	\$1,000	\$1,000	\$1,000	\$250	\$3,250	\$900	\$1,000		\$1,900	\$5,050
Travel - international	\$3,000	\$3,000	\$3,000	\$3,000	\$0	\$3,000	\$0	\$0		\$0	\$3,000
supplies and other expenses	\$0	\$4,000	\$4,000	\$4,000	\$1,000	\$9,000	\$3,200	\$3,000		\$6,200	\$15,200
Subtotal	\$10,000	\$14,000	\$14,000	\$14,000	\$3,500	\$41,600	\$11,200	\$12,500		\$23,700	\$65,200
Total Direct Costs	\$104,784	\$104,688	\$104,688	\$104,691	\$30,088	\$344,149	\$77,497	\$97,434		\$174,930	\$519,080
IDC-45.5% MTDC Domestic	\$39,282	\$37,225	\$37,225	\$36,980	\$10,629	\$124,116	\$28,686	\$37,103		\$65,798	\$185,915
IDC-45.5% MTDC Subcontract	\$4,550	\$5,370	\$5,370	\$4,550	\$0	\$11,375	\$0	\$0		\$0	\$11,375
Total IDC	\$43,832	\$42,595	\$42,595	\$41,530	\$10,629	\$135,491	\$28,686	\$37,103		\$65,798	\$201,200
total request	\$148,617	\$146,283	\$146,283	\$143,221	\$40,717	\$479,640	\$106,183	\$134,536		\$240,729	\$720,389

4

Project	Phase 1					Phase 2					Grand Total	
	2007	2008	2009	2010	2011(mo)	Phase 1 Total	2011(mo)	2012	2013	2014(Phase 2 Total)	Grand Total	Grand Total
breeding Project Auto, subcontract with Tech	\$30,000	\$10,000	\$30,000	\$42,000	\$11,025	\$123,025	\$35,280	\$46,305			\$81,585	\$204,610
Troscie, Lubbock technician salary	\$12,688	\$4,729	\$5,533	\$15,966	\$4,196	\$48,085	\$13,428	\$12,925			\$26,353	\$74,440
supplies	\$1,800	\$1,400	\$2,000	\$2,000	\$500	\$6,500	\$1,600	\$2,000			\$3,600	\$26,940
travel	\$1,400	\$20,616	\$24,759	\$25,654	\$6,649	\$77,677	\$21,276	\$21,614			\$43,890	\$9,800
total, Lubbock												\$9,800
Foster, Pecos technician salary	\$12,688	\$4,729	\$5,533	\$15,966	\$4,196	\$48,085	\$13,428	\$12,925			\$26,353	\$74,440
supplies	\$1,800	\$1,400	\$2,000	\$2,000	\$500	\$6,500	\$1,600	\$2,000			\$3,600	\$26,940
travel	\$1,400	\$20,616	\$24,759	\$25,654	\$6,649	\$77,677	\$21,276	\$21,614			\$43,890	\$9,800
total, Pecos												\$9,800
Total Direct Costs	\$30,000	\$51,233	\$73,516	\$93,308	\$24,322	\$276,378	\$77,891	\$89,933			\$167,785	\$446,143
Total IDC=45.5%	\$0	\$18,781	\$22,630	\$23,343	\$6,050	\$70,685	\$18,381	\$18,651			\$36,212	\$109,800
total request	\$30,000	\$69,994	\$102,045	\$116,653	\$30,373	\$349,064	\$97,192	\$109,764			\$203,976	\$556,041
Land rental/lease	\$10,000	\$10,000	\$10,000	\$10,000	\$2,500	\$32,500	\$9,000	\$10,000			\$35,000	\$70,500
Capitol equipment (Mechanical harveste, transplanter, tree pruner, pickup)	\$219,500	\$0	\$0	\$0	\$0	\$219,500	\$0	\$0			\$0	\$219,500
Program specialist salary	\$14,526	\$14,526	\$14,569	\$15,433	\$3,990	\$48,908	\$12,737	\$14,262			\$27,004	\$75,912
Student labor - wage	\$10,000	\$10,000	\$10,000	\$10,000	\$2,500	\$32,500	\$9,000	\$10,000			\$19,000	\$51,500
Student labor - benefits	\$4,500	\$4,500	\$4,500	\$4,500	\$1,125	\$14,025	\$4,000	\$4,500			\$8,500	\$23,025
supplies and materials	\$10,000	\$10,000	\$10,000	\$10,000	\$2,500	\$32,500	\$9,000	\$10,000			\$19,000	\$41,500
Travel	\$100,036	\$100,036	\$102,878	\$106,988	\$27,328	\$337,266	\$97,450	\$104,177			\$201,627	\$538,893
Total IDC=45.5%	\$0	\$45,516	\$46,955	\$46,391	\$12,434	\$151,296	\$44,777	\$46,307			\$91,084	\$242,380
total request	\$219,500	\$145,552	\$149,934	\$154,329	\$38,762	\$508,978	\$127,239	\$148,086			\$275,325	\$784,303

ROI Project 3

405290  
[ ] testing and development

ROI Project 4

405291  
[ ] Release

5

Project	Phase 1					Phase 2					Grand Total	
	2007	2008	2009	2010	2011/2mo	Phase 1 Total	2011/9 mo	2012	2013	2014/Phase 2 Total		Grand Total
Environmental, Energy and Economic Assessment Budget												
post-doc salary	\$12,888	\$15,225	\$15,588	\$16,788	\$4,039	\$64,723	\$12,925	\$0		\$12,925	\$77,648	
post-doc benefits	\$4,729	\$5,533	\$5,688	\$5,809	\$1,385	\$23,104	\$4,369	\$0		\$4,369	\$27,473	
supplies	\$2,000	\$2,000	\$2,000	\$2,000	\$500	\$10,500	\$0	\$0		\$0	\$10,500	
travel	\$500	\$1,000	\$1,000	\$1,000	\$250	\$3,750	\$600	\$0		\$600	\$4,950	
subtotal Temple	\$19,916	\$23,758	\$24,654	\$25,595	\$6,154	\$100,077	\$19,894	\$0		\$19,894	\$119,971	
Miller, College Station												
Olsead analysis	\$65,000	\$0	\$35,000	\$35,000	\$8,750	\$143,750	\$28,000			\$28,000	\$171,750	
C. Morgan, College Station C sequestration and energy balance												
Post Doc salary	\$0	\$34,000	\$35,700	\$37,485	\$9,840	\$117,025	\$31,487	\$33,062		\$64,549	\$181,574	
Post Doc benefits	\$0	\$11,694	\$11,995	\$12,311	\$3,161	\$39,160	\$10,114	\$11,528		\$21,642	\$60,802	
Graduate Students, Ph.D. two		\$20,000	\$42,000	\$44,100	\$5,788	\$111,888	\$18,522			\$18,522	\$130,410	
Graduate Students, Ph.D. benefits		\$4,348	\$8,898	\$9,100	\$1,187	\$23,533	\$3,783			\$3,783	\$27,316	
Soil Carbon/Microbial Analysis		\$20,000	\$15,000	\$18,000	\$18,000	\$3,750	\$12,000	\$5,000		\$17,000	\$73,750	
Travel and Supplies		\$15,000	\$10,000	\$10,000	\$2,600	\$37,600	\$5,000	\$5,000		\$10,000	\$60,500	
graduate student Tuition & Fees		\$8,000	\$9,000	\$9,000	\$2,271	\$29,519	\$7,266	\$9,063		\$16,329	\$45,847	
student labor - wage	\$0	\$917	\$917	\$917	\$229	\$3,581	\$734	\$917		\$1,651	\$4,933	
student labor - fringe benefits	\$0	\$15,000	\$15,000	\$15,000	\$3,750	\$48,750	\$12,000	\$15,000		\$27,000	\$75,750	
Soil carbon analysis	\$0	\$5,000	\$5,000	\$5,000	\$1,600	\$19,600	\$4,800	\$6,000		\$10,800	\$30,400	
Travel and supplies	\$0	\$144,442	\$171,697	\$179,629	\$36,250	\$532,418	\$118,000	\$85,590		\$204,590	\$734,007	
Total, C. Morgan	\$84,916	\$184,200	\$231,551	\$240,424	\$51,154	\$770,245	\$163,684	\$45,590		\$249,274	\$1,025,520	
Total direct cost	\$38,637	\$72,709	\$87,482	\$101,283	\$22,231	\$332,342	\$71,139	\$39,643		\$110,782	\$443,124	
DC=45.5%	\$123,553	\$240,908	\$328,033	\$341,707	\$73,985	\$1,408,567	\$294,533	\$124,533		\$338,492	\$1,744,066	
total request												
Direct Total 5 projects	\$785,639	\$811,898	\$870,434	\$897,596	\$231,798	\$3,787,369	\$687,570	\$101,773		\$1,004,177	\$4,791,546	
Indirect (project total @ 45.6%	\$216,689	\$335,857	\$389,372	\$395,979	\$95,023	\$1,432,920	\$287,200	\$46,307		\$47,400	\$1,880,329	
Total, 5 projects	\$1,002,328	\$1,147,755	\$1,259,806	\$1,293,575	\$326,821	\$5,220,289	\$974,770	\$148,080		\$1,051,577	\$6,671,875	
	\$1,002,328	\$1,147,755	\$1,259,806	\$1,293,575	\$326,821	\$5,220,289	\$974,770	\$148,080		\$1,051,577	\$6,671,875	

ok Project 5

Release

Breakdown for SPR 114

Yr. 1

	PI	Dept.	Amount
1	D. Baltensperger	SCSC	\$378,308.50
2	J. Heitholt	DALL	\$14,348.50
2	J. Sloan	DALL	\$14,348.50
2	B. Bean	AMAR	\$28,692.00
2	C. Trostle	LUBB	\$27,671.50
2	D. Foster	LUBB	\$27,671.50
2	W.J. Grichar	CORP	\$28,692.00
2	R. Wiedenfeld	WESL	\$28,692.00
2	T. Baughman	VERN	\$28,692.00
2	T. Miller	SCSC	\$166,339.50
2	J. Blumenthal	SCSC	\$71,764.50
2	Q. Morgan	SCSC	\$71,764.50
2	L. Tarpley	BEAU	\$28,692.00
2	D. Fromme	UVAL	\$14,348.50
2	G. Piccinni	UVAL	\$14,348.50
2	A. Kermanian	TEMP	\$28,982.00
	TOTAL Funds		\$973,356.00

+ 14.486 = 392,794.50

+ 14.486 = 180,825.50

[ ] Release

### Chevron Year 1 Set Up

**Project 1-** [REDACTED]

Salaries/Fringe	\$321,110.00
Supplies	\$11,600.00
Travel	\$18,700.00
Other	\$36,900.00
Equipment	\$43,000.00
<b>Total Direct</b>	<b>\$431,310.00</b>
<i>IDC</i>	<i>\$168,992.00</i>
<b>TOTAL</b>	<b>\$600,302.00</b>

- \* 1 SPR award number
- \* 5 FRS accounts - one for each project
- \* Project Numbers for each individual

**Project 2-** [REDACTED] - begins in Year 2

Salaries/Fringe	
Supplies	
Travel	
Other	
Equipment	
<b>Total Direct</b>	
<i>IDC</i>	
<b>TOTAL</b>	<b>\$0.00</b>

**Project 5- Environmental, Energy and Economic Assessment**

Salaries/Fringe	\$17,417.00
Supplies	\$2,000.00
Travel	\$500.00
Other	\$65,000.00
Equipment	
<b>Total Direct</b>	<b>\$84,917.00</b>
<i>IDC</i>	<i>\$38,637.00</i>
<b>TOTAL</b>	<b>\$123,554.00</b>

**Project 3- Breeding**

Salaries/Fringe	
Supplies	
Travel	
Other	\$30,000.00
Equipment	
<b>Total Direct</b>	<b>\$30,000.00</b>
<i>IDC</i>	<i>\$0.00</i>
<b>TOTAL</b>	<b>\$30,000.00</b>

**All Projects- Year 1**

Total Direct	\$765,727.00
<i>IDC</i>	<i>\$207,629.00</i>
<b>TOTAL</b>	<b>\$973,356.00</b>

below allocation by \$28,972.00

**Project 4- Testing and Development**

Salaries/Fringe	
Supplies	
Travel	
Other	
Equipment	\$219,500.00
<b>Total Direct</b>	<b>\$219,500.00</b>
<i>IDC</i>	<i>\$0.00</i>
<b>TOTAL</b>	<b>\$219,500.00</b>



Date: 4/6/2009

Dept/Unit: SCSC

Attention: Stacy

**Award and Budget Allocation / Change Notice**

**Award Description:** TAES - 06 X Start Date 10/1/2007 New Acct.: \_\_\_\_\_  
TAEX - 07 \_\_\_\_\_ End Date 3/31/2011 Existing Acct: X

General Information:		Account Numbers:	
Principal Investigator:	Dr. T.D. Miller	FAMIS:	<b>405289</b>
Sponsor Name:	Chevron Technology	Project:	_____
Agreement/Contract#	Year 3 <u>F409</u>	TAMRF:	_____
Amount::	\$630,614.00	Proposal:	_____
Project Title:	Project 1 - [REDACTED]	Cost Sharing:	_____
Payment Type:	Reimbursable	Account:	_____
Installment/Lump Sum:	TAES/TCE Retains: _____ Sponsor Retains: _____	Amount:	_____
		CFDA:	_____

**BUDGET ALLOCATION:**

Category	Amount
DIRECT (General) (1000)	_____
Salary, Wages & Benefits (1101)	\$ 313,556.00
Travel (3000)	\$ 26,000.00
Supplies (4000)	\$ 19,000.00
Other (5000)	\$ 43,495.00
{ Contractual	_____
Equipment (8000)	\$ 25,000.00
<b>TOTAL DIRECT</b>	<b>\$ 427,051.00</b>
Indirect / F&A (9600)	\$ 203,563.00
<b>TOTAL PROJECT</b>	<b>\$ 630,614.00</b>

**ACCOUNTING CONTROLS:**

FRS Screen 8 Subcode Edits		
Low 8000	High 8999	Y
* N- objects not allowed * Y- object allowed		
ABR Rule for Budget: <u>9</u> See Screen 804		

Purchasing Cards
Sponsor requires copies of receipts to be sent to the C&G Office
Yes _____ No _____

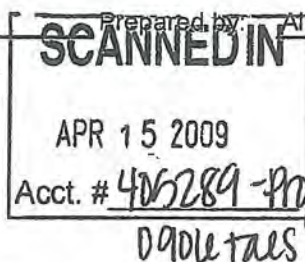
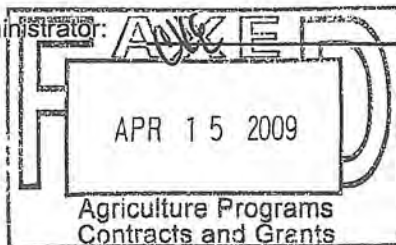
Other Information:
Subcontracts: _____
Reports Due: _____

Notes:

Contract Administrator: \_\_\_\_\_

Prepared by: Alice Conchola

cc:



[ ] Release

Alice -  
Please allocate  
yr 3 pending  
for Chevron.  
Funds have  
been received.  
Thanks -  
Shule  
3-26-09

### Chevron Oilseed Year 3 Set Up

405289

Project 1- [redacted]

Salaries/Fringe	\$313,556.00
Supplies	\$19,000.00
Travel	\$26,000.00
Other	\$43,495.00
Equipment	\$25,000.00
<b>Total Direct</b>	<b>\$427,051.00</b>
IDC	\$203,563
<b>TOTAL</b>	<b>\$630,614</b>

405289

- \* 1 SPR award number
- \* 5 FRS accounts - one for each project
- \* Project Numbers for each individual

405521

Project 2- [redacted] begins in Year 2

Salaries/Fringe	\$62,657.00
Supplies	\$13,500.00
Travel	\$5,656.00
Other	\$22,873.00
Equipment	
<b>Total Direct</b>	<b>\$104,686.00</b>
IDC	\$43,595
<b>TOTAL</b>	<b>\$148,281</b>

405357

Project 5- Environmental, Energy and Economic Assessment

Salaries/Fringe	\$130,247.00
Supplies	\$18,000.00
Travel	\$1,000.00
Other	\$82,304.00
Equipment	
<b>Total Direct</b>	<b>\$231,551.00</b>
IDC	\$97,482
<b>TOTAL</b>	<b>\$329,033</b>

405292  
SC

Project 3- Breeding - C.U. TROSTLE SC

Salaries/Fringe	\$41,576.00
Supplies	\$4,000.00
Travel	\$4,000.00
Other	\$30,000.00
Equipment	
<b>Total Direct</b>	<b>\$79,576.00</b>
IDC	\$22,530
<b>TOTAL</b>	<b>\$102,046</b>

405290

All Projects- Year 1

Total Direct	\$945,783
IDC	\$414,026
<b>TOTAL</b>	<b>\$1,359,809</b>

below allocation by placed in IDC project 1 per DG

24,495

Project 4- [redacted] Testing and Development

Salaries/Fringe	\$78,479.00
Supplies	\$4,500.00
Travel	\$10,000.00
Other	\$10,000.00
Equipment	
<b>Total Direct</b>	<b>\$102,979.00</b>
IDC	\$46,855
<b>TOTAL</b>	<b>\$149,834</b>

405291  
SC

45.5%

[ ] Release

Breakdown for SPR 114

	PI	Dept.	Direct Costs	IDC	Amount	Project #
✓	1	D. Baltensperger	\$251,421.25	\$100,878.98	\$352,300.23	
✓	2	J. Heitholt	\$12,327.00	\$4,946.02	\$17,273.02	86920
✓	2	J. Sloan	\$12,327.00	\$4,946.02	\$17,273.02	
✓	2	B. Bean	\$24,654.00	\$9,892.05	\$34,546.05	92630
✓	2	C. Trostle	\$37,085.00	\$14,879.80	\$51,964.80	18100
✓	2	D. Foster	\$37,085.00	\$14,879.80	\$51,964.80	
✓	2	W.J. Grichar	\$24,654.00	\$9,892.05	\$34,546.05	84680
✓	2	R. Wiedenfeld	\$24,654.00	\$9,892.05	\$34,546.05	84140
✓	2	T. Baughman	\$24,654.00	\$9,892.05	\$34,546.05	18290
✓	2	T. Miller	\$76,791.25	\$30,811.33	\$107,602.58	
✓	2	J. Blumenthal	\$41,791.25	\$16,768.11	\$58,559.36	90170
✓	2	C. Morgan	\$213,688.25	\$85,739.19	\$299,427.44	90170
✓	2	L. Tarpley	\$24,654.00	\$9,892.05	\$34,546.05	88360
✓	2	D. Fromme	\$12,327.00	\$4,946.02	\$17,273.02	87730
✓	2	G. Piccinni	\$12,327.00	\$4,946.02	\$17,273.02	87730
✓	2	A. Kemanian	\$49,308.00	\$19,784.09	\$69,092.09	
✓		M. Baring	\$47,862.00	\$19,203.91	\$67,065.91	
✓		M. Burow	\$22,187.00	\$8,902.20	\$31,089.20	
✓		C. Simpson	\$20,637.00	\$8,280.28	\$28,917.28	
		TOTAL Funds	\$970,434.00	\$389,372.00	\$1,359,806.00	

Total Direct	\$970,434.00
IDC	\$389,372.00
TOTAL	\$1,359,806.00

0.401234911

Project	Budget	Phase 1					Phase 2			
		2007	2008	2009	2010	2011/3mo	Phase 1 Total	2011/9 mo	2012	2013
Heithoff, Brian/Dallas		\$12,688	\$15,225	\$15,988	\$16,788	\$4,039	\$64,723	\$12,925		
technician salary		\$4,729	\$5,533	\$5,688	\$5,809	\$1,385	\$23,104	\$4,369		
technician-benefits		\$900	\$1,000	\$1,000	\$1,000	\$167	\$4,067	\$533		
supplies		\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067		
travel		\$19,716	\$23,758	\$24,654	\$25,595	\$5,904	\$99,627	\$18,694		
subtotal Dallas										
Bean-Amarillo		\$12,688	\$15,225	\$15,988	\$16,788	\$4,039	\$64,723	\$12,925		
technician salary		\$4,729	\$5,533	\$5,688	\$5,809	\$1,385	\$23,104	\$4,369		
technician-benefits		\$900	\$1,000	\$1,000	\$1,000	\$167	\$4,067	\$533		
supplies		\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067		
travel		\$19,716	\$23,758	\$24,654	\$25,595	\$5,904	\$99,627	\$18,694		
subtotal Amarillo										
Trostle/Foster-Lubbock/Pecos		\$25,375	\$30,450	\$31,973	\$33,571	\$8,078	\$120,447	\$25,850		
technician-salary		\$9,458	\$11,068	\$11,335	\$11,818	\$2,731	\$46,207	\$8,738		
technician-benefits		\$1,800	\$2,000	\$2,000	\$2,000	\$167	\$7,467	\$533		
supplies		\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067		
travel		\$38,033	\$46,518	\$47,308	\$49,189	\$11,308	\$181,354	\$38,188		
subtotal Lubbock/Pecos										
Grichar-Gulf Coast		\$12,688	\$15,225	\$15,988	\$16,788	\$4,039	\$64,723	\$12,925		
technician-salary		\$4,729	\$5,533	\$5,688	\$5,809	\$1,385	\$23,104	\$4,369		
technician-benefits		\$900	\$1,000	\$1,000	\$1,000	\$167	\$4,067	\$533		
supplies		\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067		
travel		\$19,716	\$23,758	\$24,654	\$25,595	\$5,904	\$99,627	\$18,694		
subtotal Gulf Coast										
Wiedefeld-Weslaco		\$12,688	\$15,225	\$15,988	\$16,788	\$4,039	\$64,723	\$12,925		
technician-salary		\$4,729	\$5,533	\$5,688	\$5,809	\$1,385	\$23,104	\$4,369		
technician-benefits		\$900	\$1,000	\$1,000	\$1,000	\$167	\$4,067	\$533		
supplies		\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067		
travel		\$19,716	\$23,758	\$24,654	\$25,595	\$5,904	\$99,627	\$18,694		
subtotal Weslaco										
Baughman-Vemon		\$12,688	\$15,225	\$15,988	\$16,788	\$4,039	\$64,723	\$12,925		
technician-salary		\$4,729	\$5,533	\$5,688	\$5,809	\$1,385	\$23,104	\$4,369		
technician-benefits		\$900	\$1,000	\$1,000	\$1,000	\$250	\$4,150	\$600		
supplies		\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067		
travel		\$19,716	\$23,758	\$24,654	\$25,595	\$5,988	\$99,710	\$19,161		
subtotal Vemon										
College Station- Baltensperger, Miller, Blumenthal, Morgan		\$35,600	\$37,690	\$39,470	\$41,443	\$7,289	\$161,591	\$23,324		
2 MS grad student-salaries		\$8,272	\$8,453	\$8,642	\$8,842	\$1,800	\$36,108	\$8,081		
MS grad student-benefits		\$97,375	\$13,125	\$55,125	\$57,881	\$10,180	\$233,656	\$32,576		
Program Specialist		\$22,911	\$7,999	\$16,433	\$15,821	\$2,748	\$65,012	\$8,793		
Program Specialist-benefits		\$3,500	\$5,000	\$5,000	\$5,000	\$838	\$19,338	\$2,680		
supplies		\$7,500	\$10,000	\$10,000	\$10,000	\$1,688	\$39,188	\$5,331		
travel		\$16,900	\$16,900	\$17,745	\$18,632	\$0	\$70,177	\$0		
tuition and fees		\$16,000	\$15,000	\$15,750	\$16,540	\$2,908	\$85,189	\$8,300		
subcontract-Texas Tech(Auld)		\$207,258	\$114,067	\$167,168	\$174,259	\$27,629	\$880,278	\$88,093		
Subtotal										

Project	Phase 1						Phase 2		
	2007	2008	2009	2010	2011/3mo	Phase 1 Total	2011/6 mo	2012	2013
Beaumont- Tarpley									
technician	\$12,688	\$15,225	\$15,988	\$16,788	\$4,039	\$64,723	\$12,925		
technician benefits	\$4,729	\$5,533	\$5,688	\$5,809	\$1,385	\$23,104	\$4,369		
supplies	\$900	\$1,000	\$1,000	\$1,000	\$250	\$4,150	\$800		
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$500	\$7,900	\$1,600		
total- Beaumont	\$19,716	\$23,758	\$24,654	\$25,595	\$6,154	\$99,877	\$19,694		
Uvalde- Fromme, Picinni									
technician	\$12,688	\$15,225	\$15,988	\$16,788	\$4,039	\$64,723	\$12,925		
technician benefits	\$4,729	\$5,533	\$5,688	\$5,809	\$1,385	\$23,104	\$4,369		
supplies	\$900	\$1,000	\$1,000	\$1,000	\$250	\$4,150	\$800		
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$500	\$7,900	\$1,600		
Uvalde- total	\$19,716	\$23,758	\$24,654	\$25,595	\$6,154	\$99,877	\$19,694		
Capital equipment:									
planter depth bands, combine parts,	\$43,000	\$25,000	\$25,000	\$0		\$93,000	\$0		
swather/bundler, pickups	\$0	\$3,000	\$5,000	\$5,000	\$2,000	\$15,000	\$3,000		
Publications and web-based materials						\$0			
Annual conference and coordination	\$5,000	\$10,000	\$10,000	\$10,000	\$10,000	\$45,000	\$10,000		
<b>TOTAL DIRECT COSTS</b>	<b>\$451,223</b>	<b>\$387,645</b>	<b>\$451,703</b>	<b>\$443,205</b>	<b>\$98,906</b>	<b>\$1,832,682</b>	<b>\$281,089</b>		
IDC-45.5% NTDC	\$178,052	\$155,039	\$178,918	\$185,855	\$43,679	\$741,334	\$128,214		
<b>TOTAL REQUEST</b>	<b>\$629,275</b>	<b>\$542,684</b>	<b>\$630,621</b>	<b>\$629,060</b>	<b>\$142,585</b>	<b>\$2,574,016</b>	<b>\$419,303</b>		

Project	Phase 1						Phase 2		
	2007	2008	2009	2010	2011/3mo	Phase 1 Total	2011/9 mo	2012	2013
College Station, Baring									
Salaries - Wage Labor		\$10,000	\$10,000	\$10,000	\$3,333	\$33,333	\$6,667	\$10,000	
Benefits, wage labor		\$1,010	\$1,010	\$1,010	\$337	\$3,367	\$673	\$1,010	
M.S. student salary-one		\$17,900	\$18,795	\$19,735	\$6,638	\$63,268	\$13,883	\$21,758	
M.S. student benefits		\$4,138	\$4,228	\$4,321	\$1,273	\$13,956	\$2,954	\$4,628	
Tuition and fees		\$8,450	\$8,673	\$9,318	\$3,228	\$29,667	\$6,554	\$3,389	
Travel - domestic		\$983	\$958	\$885	\$250	\$3,076	\$510	\$576	
Travel - international		\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	
supplies and other expenses		\$4,000	\$4,000	\$3,500	\$1,000	\$12,500	\$2,000	\$5,000	
Subtotal		\$48,479	\$47,862	\$48,767	\$16,258	\$169,368	\$33,242	\$49,269	
Lubbock, Buraw									
Salaries - Wage Labor		\$13,500	\$15,000	\$15,000	\$3,750	\$47,250	\$12,000	\$14,000	
Benefits - Wage Labor		\$1,364	\$1,515	\$1,515	\$379	\$4,772	\$1,212	\$1,414	
Travel - domestic		\$805	\$672	\$672	\$168	\$2,317	\$538	\$781	
Travel - international		\$0	\$0	\$0	\$0	\$0	\$0	\$0	
supplies and other expenses		\$12,000	\$5,000	\$5,000	\$1,250	\$23,250	\$4,000	\$4,500	
Subtotal		\$27,669	\$22,187	\$22,187	\$5,547	\$77,599	\$17,750	\$20,675	
Simpson, Stephenville									
salaries - Wage labor		\$11,000	\$11,000	\$11,000	\$2,625	\$36,625	\$8,400	\$10,000	
Benefits - Wage Labor		\$1,111	\$1,111	\$1,111	\$285	\$3,598	\$848	\$885	
Travel - domestic		\$1,028	\$1,028	\$528	\$143	\$2,721	\$457	\$815	
Travel - international		\$3,000	\$3,000	\$3,000	\$750	\$9,750	\$2,400	\$0	
supplies and other expenses		\$4,500	\$4,500	\$4,000	\$1,000	\$14,000	\$3,200	\$3,500	
Subtotal		\$20,637	\$20,637	\$19,637	\$4,783	\$65,694	\$15,305	\$15,000	
Seed Increase, Godoy, Brazil									
salaries - Wage labor		\$8,000	\$9,000	\$9,000	\$2,250	\$26,250	\$7,200	\$8,500	
Benefits - Wage Labor		\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Travel - domestic		\$1,000	\$1,000	\$1,000	\$250	\$3,250	\$800	\$1,000	
Travel - international		\$3,000	\$0	\$0	\$0	\$3,000	\$0	\$0	
supplies and other expenses		\$0	\$4,000	\$4,000	\$4,000	\$8,000	\$3,200	\$3,000	
Subtotal		\$10,000	\$14,000	\$14,000	\$3,500	\$41,000	\$11,200	\$12,500	
Total Direct Costs		\$104,784	\$104,688	\$104,581	\$30,088	\$344,149	\$77,487	\$97,434	
IDC-45.5% NTDC Domestic		\$39,282	\$37,225	\$38,980	\$10,629	\$124,116	\$28,698	\$37,103	
IDC-45.5% NTDC Subcontract		\$4,550	\$6,370	\$455	\$0	\$11,375	\$0	\$0	
Total IDC		\$43,832	\$43,695	\$37,435	\$10,629	\$135,491	\$28,698	\$37,103	
total request		\$148,617	\$148,283	\$142,026	\$40,717	\$479,640	\$106,185	\$134,538	

(Subcontract)

[ ] release

Project	Phase 1						Phase 2		
	2007	2008	2009	2010	2011/3mo	Phase 1 Total	2011/3mo	2012	2013
<b>Breeding Project</b>									
Auto, subcontract with Tech	\$30,000	\$10,000	\$30,000	\$42,000	\$11,025	\$123,025	\$35,280	\$46,305	
Trostle, Lubbock									
technician salary		\$12,688	\$15,225	\$15,986	\$4,198	\$48,095	\$13,428	\$12,925	
technician benefits		\$4,729	\$5,533	\$5,668	\$1,452	\$17,382	\$4,847	\$4,889	
supplies		\$1,800	\$2,000	\$2,000	\$500	\$6,300	\$1,600	\$2,000	
travel		\$1,400	\$2,000	\$2,000	\$500	\$6,900	\$1,600	\$2,000	
total, Lubbock		\$20,616	\$24,758	\$25,654	\$6,649	\$77,677	\$21,276	\$21,814	
Foster, Pecos									
technician salary		\$12,688	\$15,225	\$15,986	\$4,198	\$48,095	\$13,428	\$12,925	
technician benefits		\$4,729	\$5,533	\$5,668	\$1,452	\$17,382	\$4,847	\$4,889	
supplies		\$1,800	\$2,000	\$2,000	\$500	\$6,300	\$1,600	\$2,000	
travel		\$1,400	\$2,000	\$2,000	\$500	\$6,900	\$1,600	\$2,000	
total, Pecos		\$20,616	\$24,758	\$25,654	\$6,649	\$77,677	\$21,276	\$21,814	
<b>Total Direct Costs</b>	\$30,000	\$51,233	\$79,516	\$83,308	\$24,322	\$276,978	\$77,831	\$89,933	
<b>Total IDC=45.5%</b>	\$0	\$18,791	\$22,650	\$23,345	\$8,850	\$70,686	\$19,381	\$18,851	
<b>total request caeter</b>	\$30,000	\$68,994	\$102,045	\$116,653	\$33,173	\$348,064	\$97,192	\$108,784	
<b>Feasting and development</b>									
Land rental reuse		\$10,000	\$10,000	\$10,000	\$2,500	\$32,500	\$8,000	\$10,000	\$10,000
Capitol equipment (Mechanical harvester, transplanter, tree pruner, pickup)	\$219,500	\$0	\$0	\$0	\$0	\$219,500	\$0	\$0	\$0
Program specialist salary		\$50,000	\$52,500	\$55,125	\$14,470	\$172,095	\$48,305	\$48,620	\$51,051
Program specialist benefits		\$14,528	\$14,869	\$15,433	\$3,980	\$48,908	\$12,737	\$14,282	\$14,712
Student labor - wage		\$10,000	\$10,000	\$10,000	\$2,500	\$32,500	\$8,000	\$10,000	\$10,000
Student labor - benefits		\$1,010	\$1,010	\$1,010	\$253	\$3,283	\$808	\$1,010	\$1,010
supplies and materials		\$4,500	\$4,500	\$4,500	\$1,125	\$14,625	\$3,600	\$4,500	\$5,000
Travel		\$10,000	\$10,000	\$10,000	\$2,500	\$32,500	\$8,000	\$10,000	\$10,000
<b>Total perennal direct</b>	\$219,500	\$100,036	\$102,079	\$106,068	\$27,328	\$553,911	\$37,450	\$88,412	\$101,773
<b>IDC=45.5%</b>	\$0	\$45,616	\$48,655	\$48,261	\$12,434	\$153,067	\$39,789	\$44,777	\$48,307
<b>total request</b>	\$219,500	\$145,552	\$149,834	\$154,329	\$39,762	\$708,978	\$127,239	\$143,190	\$149,080

405289

check received [ ] Release  
 Invoice #2081489 revised

Project	Phase 1						Phase 2		
	2007	2008	2009	2010	2011/3mo	Phase 1 Total	2011/9 mo	2012	2013
<b>Environmental, Energy and Economic Assessment Budget</b>									
post-doc salary	\$12,688	\$15,225	\$15,988	\$16,788	\$4,039	\$64,723	\$12,925	\$0	
post-doc benefits	\$4,729	\$5,533	\$5,668	\$5,809	\$1,395	\$23,104	\$4,359	\$0	
supplies	\$2,000	\$2,000	\$2,000	\$2,000	\$500	\$9,500	\$1,600	\$0	
travel	\$500	\$1,000	\$1,000	\$1,000	\$250	\$3,750	\$600	\$0	
subtotal Temple	\$19,916	\$23,768	\$24,654	\$25,595	\$6,154	\$100,077	\$19,894	\$0	
Miller, College Station Oilseed analysis	\$65,000	\$0	\$35,000	\$35,000	\$8,750	\$143,750	\$28,000		
C. Morgan, College Station C sequestration and energy balance									
Post Doc salary	\$0	\$34,000	\$35,700	\$37,485	\$9,640	\$117,025	\$31,487	\$33,082	
Post Doc benefits	\$0	\$11,694	\$11,995	\$12,311	\$3,181	\$38,160	\$10,114	\$11,529	
Graduate Students, PhD, two		\$20,000	\$42,000	\$44,100	\$5,788	\$111,888	\$18,522		
Graduate Students, Ph.D. benefits		\$4,348	\$8,688	\$9,110	\$1,167	\$23,523	\$3,733		
Soil Carbon/Microbial Analysis		\$20,000	\$15,000	\$18,000	\$3,750	\$56,750	\$12,000	\$5,000	
Travel and Supplies		\$15,000	\$10,000	\$10,000	\$2,500	\$37,500	\$8,000	\$5,000	
graduate student Tuition & Fees		\$8,400	\$17,304	\$17,823	\$2,265	\$45,822	\$7,343		
student labor - wage	\$0	\$9,083	\$9,083	\$9,083	\$2,271	\$29,519	\$7,268	\$9,083	
student labor - fringe benefits	\$0	\$917	\$917	\$917	\$229	\$2,981	\$734	\$917	
Soil carbon analysis	\$0	\$15,000	\$15,000	\$15,000	\$3,750	\$48,750	\$12,000	\$15,000	
Travel and supplies	\$0	\$8,000	\$8,000	\$8,000	\$1,500	\$19,500	\$4,800	\$8,000	
Total, C. Morgan	\$0	\$144,442	\$171,697	\$178,629	\$38,250	\$532,416	\$116,000	\$85,590	
Total direct cost	\$84,916	\$168,200	\$221,551	\$240,424	\$51,164	\$776,245	\$163,894	\$85,590	
IDC=45.5%	\$38,637	\$72,709	\$97,482	\$101,283	\$22,231	\$332,342	\$71,139	\$38,943	
total request	\$123,553	\$240,909	\$329,033	\$341,707	\$73,395	\$1,108,587	\$234,833	\$124,533	
Direct Total 5 projects	\$785,639	\$811,898	\$970,434	\$987,596	\$231,788	\$3,767,385	\$687,570	\$371,368	\$101,773
Indirect (project total @ 45.5%)	\$216,689	\$335,657	\$389,372	\$395,879	\$95,023	\$1,432,620	\$287,200	\$140,574	\$48,307
Total, 5 projects	\$1,002,328	\$1,147,555	\$1,359,806	\$1,383,475	\$326,811	\$5,200,005	\$974,770	\$511,942	\$150,080



**RESEARCH AGREEMENT**

**Between**

**Chevron Technology Ventures**

**and**

**The Texas Agricultural Experiment Station**

**and**

**The Texas Engineering Experiment Station**

This Research Agreement ("Agreement") is effective on April 9, 2007 (Effective Date) and will remain effective for a period of four (4) years or until terminated as provided below.

**RECITALS**

A. WHEREAS, Chevron Technology Ventures, a division of Chevron U.S.A. Inc. ("CTV"), located at 3901 Briarpark Drive, Houston, Texas 77042, desires to contribute to the advancement of science, technology and higher education by providing funding for research projects of interest to CTV's business. CTV may desire to use the results of such research projects in CTV's business.

B. WHEREAS, The Texas Agricultural Experiment Station ("TAES"), a member of the Texas A&M University System and an agency of the State of Texas located in College Station, Texas conducts basic and translational research for the benefit of consumers and the agricultural industry.

C. WHEREAS, The Texas Engineering Experiment Station ("TEES"), a member of The Texas A& M University System and an agency of the State of Texas located at 1470 William D. Fitch Pkwy, College Station, Texas 77845, actively engages in and facilitates energy technology development, assessments, demonstration projects, and policy guidance based on scientific facts, engineering principles and economic realities.

D. WHEREAS, TAES and TEES have developed a strategic alliance for bioenergy initiatives to enhance the ability of these two preeminent agricultural and engineering agencies to serve the citizens of Texas and beyond (hereinafter jointly referred to as "BioEnergy Alliance").

E. WHEREAS, CTV and BioEnergy Alliance (each a "Party", and collectively the "Parties") desire by this Agreement to establish a joint research program between CTV and BioEnergy Alliance and to set out the legal rights and interests of both parties respecting such joint research.

**THE PARTIES THEREFORE AGREE:**

## 1. Definitions

1.1 "Intellectual Property" means any Inventions, improvements and discoveries, including all computer software, works, material and data, whether or not protectable by patent, trade secret or copyright.

1.2 "Background IP" means any Intellectual Property existing prior to or outside the scope of this Agreement or any Research Project Specification.

1.3 "Project Results" means (a) any tangible item, such as a document (in any recorded form), a computer program, a database or knowledge base, or a piece of equipment and (b) any intangible item such as data, information, ideas and concepts disclosed to either Party whether or not patentable arising from any stage of a Research Project.

1.4 "Research Project Specification" means a document in the form of Exhibit 1 defining the Research Project.

1.5 "Research Project" means a project undertaken by the Parties in accordance with a Research Project Specification.

1.6 "BioEnergy Alliance Personnel" means any student, faculty member or other person employed by BioEnergy Alliance, The Texas A&M University System or any of its members.

1.7 "CTV Personnel" means any employee of CTV or any CTV Affiliate.

1.8 "Affiliate" means with respect to a Party, any entity that controls, is controlled by, or is under common control with such Party.

1.9 "BioEnergy Alliance Intellectual Property" ("BioEnergy Alliance IP") means Intellectual Property Invented by BioEnergy Alliance Personnel in the scope and course of the performance of any Research Project Specification issued under this Agreement.

1.10 "CTV Intellectual Property" ("CTV IP") means Intellectual Property Invented by CTV Personnel in the scope and course of the performance of any Research Project Specification issued under this Agreement.

1.11 "Invention" or "Invented" or "Inventor" means these words as defined by the patent laws of the United States, for example, 35 U.S.C. 100 and 101.

1.12 "Joint Intellectual Property" ("Joint IP") means Intellectual Property Invented by both CTV Personnel and BioEnergy Alliance Personnel in the scope and course of the performance of any Research Project Specification issued under this Agreement.

1.13 "Project IP" means all Intellectual Property Invented in the scope and course of

the performance of any Research Project Specification issued under this Agreement. Project IP does not include Background IP and any Intellectual Property created after the termination of this Agreement.

## 2. Structure

2.1 Duration. This Agreement will begin on the Effective Date and will remain active for a period of four (4) years from the Effective Date unless sooner terminated or extended in accordance with the terms of this Agreement. At the conclusion of the four year period, this agreement may be renewed and extended upon the mutual consent and written agreement of both Parties.

2.2 Annual Cost Limitation. Following a technical review of the Parties capabilities and areas of interest, the Parties will mutually agree upon an annual funding ceiling amount. The annual funding ceiling amount may be increased during any annual period by the issuance of a written amendment to the Agreement, which is signed by both Parties.

2.3 Joint Management Committee. A Joint Management Committee will be established and will be comprised of representatives from BioEnergy Alliance and CTV. The Joint Management Committee will convene periodically, as provided in the Research Project Specification or as determined by the agreement of the committee members, to discuss the research projects, to provide comprehensive oversight of the ongoing research activities. Minutes will be taken at each Joint Management Committee Meeting. The minutes will be reviewed, corrected and accepted at the beginning of the next meeting.

## 3. Research Project

3.1 Research Project Specification. CTV and BioEnergy Alliance hereby establish a cooperative research program. It is the intent of both Parties that the research performed under this Agreement will be collaborative. This research program may involve more than one Research Project. Either Party may propose research projects from time to time. When one Party proposes a Research Project, the Parties will confer. If both Parties agree to pursue the Research Project, they will prepare a written Research Project Specification in the form of Exhibit 1. When both parties have signed the Research Project Specification agreement, it will become a part of this Agreement. Any changes in the Research Project Specification, including a change of the principal investigator within the control of the parties, will be effective only upon the mutual written consent of both parties. If for any reason the principal investigator withdraws from serving as principal investigator, BioEnergy Alliance will notify CTV and the parties shall endeavor to agree upon a successor. If the parties are unable to agree upon a successor, either party shall have the option to terminate the Research Project Specification on notice to the other party.

3.2 Reports. BioEnergy Alliance will keep CTV apprised of the progress of the Research Project at regular intervals that are agreed upon in the Research Project Specification and will prepare a written report upon conclusion or termination of a

Research Project. CTV agrees to provide BioEnergy Alliance in a timely manner any Project Results that CTV may have in order for BioEnergy Alliance to prepare progress reports. In addition, BioEnergy Alliance will provide CTV with copies of any technical report arising from a Research Project within thirty (30) days of the internal or external publication of such technical reports or as soon thereafter as practical. Prior to publication, all such external publications are subject to the requirements in section 6.3.

3.3 Research Project Duration. The duration of the Research Project will be stated in each Research Project Specification. BioEnergy Alliance may terminate any Research Project if circumstances beyond its control preclude continuation of a Research Project on notice to CTV. CTV will reimburse BioEnergy Alliance for all costs and non-cancelable commitments incurred in the performance of the Research Project up to the date of termination. CTV may unilaterally terminate BioEnergy Alliance participation in any Research Project at any time following the steps outlined in Article 9 of this Agreement. If CTV terminates sponsorship of a Research Project, to the extent that (a) CTV has agreed to pay for the following items in a Research Project Specification and (b) CTV has previously approved such expenditures, CTV will pay:

3.3.1 all costs that CTV has agreed to pay in the Research Project Specification pro-rated up through the termination date

3.3.2 all non-cancelable obligations made by BioEnergy Alliance before receipt of notice of termination (up to but not exceeding the total CTV commitment stated in the Research Project), even if such costs extend beyond the termination date.

3.4 Research Project Funding. The Research Project Specification will include a budget that sets forth CTV's financial obligation in cash for the Research Project and the date by which CTV's obligation will be provided. The budget will be designed to reimburse BioEnergy Alliance for BioEnergy Alliance' direct and indirect costs of conducting the Research Project. BioEnergy Alliance will endeavor to perform the Research Project within the budget. If the budgeted amount is exhausted but the Research Project is not completed, the parties may by written agreement provide for additional funding. In the absence of such an agreement, neither Party is obligated to provide any additional funds for the Research Project, and the BioEnergy Alliance will be relieved of any further obligations to continue the Research Project.

#### 4. Chevron Technology Ventures' Equipment

4.1 Ownership of CTV-funded Equipment. Unless otherwise agreed in a Research Project Specification,

4.1.1 BioEnergy Alliance will own any equipment and other items purchased with funds provided by CTV.

4.1.2 CTV will own any equipment that CTV may loan to BioEnergy Alliance for use in a Research Project, and

4.1.3 Such loaned equipment will be returned to CTV upon the conclusion of the Research Project.

4.2 Insurance. The Texas A&M University System and its members are self-insured

for Workers Compensation Insurance as provided by Tex. Lab. Code Ann. Ch. 502.

The Texas A&M University System is insured under an automobile policy with a combined single limit of \$500,000 for bodily injury and property damage.

The liability of The Texas A&M University System for personal injury and property damage is as provided by Tex. Civ. Prac. & Rem. Code Ann. Ch. 101. The limits of the liability are \$250,000 for each person, \$500,000 for each single occurrence of bodily injury or death, and \$100,000 for each single occurrence of injury to or destruction of property.

## 5. Visiting Scientists

Upon agreement of the Parties, each Party may send one or more of its personnel, as identified in a Research Project Specification, as visiting scientists to work in the other Party's facilities under the direction of the Principal Investigator. The technical qualifications of each visiting scientist will meet the receiving Party's reasonable requirements. Each visiting scientist will remain an employee of the sending Party and will be treated as such in terms of salary, worker's compensation, taxes, employee benefits and obligations. Upon agreement of the Parties, the receiving Party at its expense will provide a computer workstation, computer network connection, and office facilities for each visiting scientist and the sending Party will pay all other costs incurred by the visiting scientist.

## 6. Intellectual Property

6.1 Research Project Participants. BioEnergy Alliance will only permit BioEnergy Alliance Personnel to work on the Research Project, except for approved CTV Personnel identified in a Research Project Specification. BioEnergy Alliance will ensure that all BioEnergy Alliance Personnel associated with the Research Project have been made fully aware of BioEnergy Alliance' obligations under this Agreement and the Research Project Specification. BioEnergy Alliance has in place or will obtain written agreements respecting ownership of patentable intellectual property with all BioEnergy Alliance Personnel associated with a Research Project sufficient to enable BioEnergy Alliance to meet BioEnergy Alliance obligations to CTV under this Agreement.

### 6.2. Confidential Information

#### 6.2.1 CTV Confidential Information.

6.2.1.1 CTV or CTV's Affiliates may from time to time disclose confidential information to BioEnergy Alliance and/or BioEnergy Alliance Personnel in connection with a Research Project. BioEnergy Alliance and BioEnergy Alliance Personnel will use such information only for a Research Project and will protect the information by using the same degree of care, but no less than a reasonable degree of care,

to prevent the unauthorized use, dissemination, or publication of the

information as BioEnergy Alliance and BioEnergy Alliance Personnel use to protect BioEnergy Alliance own confidential information of like nature.

6.2.1.2 BioEnergy Alliance' obligation (and the obligation of BioEnergy Alliance Personnel) to keep CTV's or CTV's Affiliates' information confidential will expire five years after the date the information was disclosed.

## 6.2.2 BioEnergy Alliance Confidential Information

6.2.2.1 BioEnergy Alliance may from time to time disclose confidential information to CTV and/or CTV Personnel in connection with a Research Project. CTV and CTV Personnel will use such information only for a Research Project and will protect the information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the information as CTV and CTV Personnel use to protect CTV own confidential information of like nature.

In connection with BioEnergy Alliance' Rights in Data and Publication, as further discussed below, CTV agrees to treat submitted copies of proposed publications as Confidential Information, subject to protection as stated above.

6.2.2.2 CTV's obligation (and the obligation of CTV Personnel) to keep BioEnergy Alliance' information confidential will expire five years after the date the information was disclosed.

## 6.2.3 Terms Applicable to Confidential Information of CTV and BioEnergy Alliance

6.2.3.1 The obligation to keep information of either Party confidential will only extend to confidential information that (a) is marked as confidential at the time of disclosure, (b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure and designated as confidential in a written memorandum within thirty (30) days of disclosure, summarizing the confidential information sufficiently for identification, or (c) is learned through visiting CTV's or CTV's Affiliates' or BioEnergy Alliance' site or accessing CTV's or CTV's Affiliates' or BioEnergy Alliance' internal electronic networks, whether or not such information is labeled or otherwise explicitly designated as confidential by CTV or CTV's Affiliates or BioEnergy Alliance.

6.2.3.2 CTV may communicate any confidential information received

under this Agreement to other CTV Affiliates, CTV divisions and to CTV subsidiaries that has a need to know to perform the purpose of this Agreement.

6.2.3.3 A recipient of either Party shall be relieved of any breach of confidentiality obligations for any information that is (a) in the public domain at the time of disclosure, (b) known by the recipient prior to disclosure, (c) is independently developed by the recipient without use of the confidential information, (d) rightfully received from a third party without obligation of confidentiality to the other Party, or (e) the subject of any order of a court of competent jurisdiction that requires disclosure, but only to the extent that is legally required to comply with such court's order, or (f) is required by law to be disclosed.

6.2.3.4 In furnishing any information hereunder, the disclosing Party makes no warranty, guarantee, or representation; either expressed or implied, as to adequacy, accuracy, sufficiency or freedom from defects or that the use or reproduction of any information shall be free from any patent, trade secret, trademark or copyright infringement. The disclosing Party shall not be liable in damages of whatever kind nor for any costs, expenses, risks, or liabilities as a result of the other Party's receipt or use of, or reliance on, any such information furnished hereunder.

### 6.3 Rights in Data and Publication

6.3.1 BioEnergy Alliance shall have the right to publish and disseminate information derived from the Research Project.

BioEnergy Alliance shall furnish CTV with a copy of any proposed publication thirty (30) days in advance of the proposed publication date. CTV may request BioEnergy Alliance to delay publishing such proposed publication for a maximum of an additional sixty (60) days in order to protect the potential patentability of any inventions described therein. Such delay shall not, however, be imposed on the filing or publication of any student thesis dissertation. Failure to respond within sixty (60) days shall constitute de facto agreement of CTV that no delay in publication is necessary.

6.3.2 Each Party will acknowledge the contributions of the other in any publication, as scientifically and professionally appropriate.

### 6.4 Background IP

6.4.1 Prior to executing each Research Project Specification, BioEnergy Alliance will notify CTV of any Background IP that may be relevant to the Research Project that Relevant BioEnergy Alliance Personnel knows about. Relevant BioEnergy Alliance Personnel include the Principal Investigator and Personnel under his/her direction in the Research Project or in administrative matters relating to the Research Project. If at any time during a Research

Project, Relevant BioEnergy Alliance Personnel become aware of any such Background IP, BioEnergy Alliance will promptly notify CTV thereof.

6.4.2 To the extent consistent with any contractual obligations to third parties, BioEnergy Alliance, through the Office of Technology Commercialization for The Texas A&M University System, grants CTV a nonexclusive license for any such Background IP, owned or controlled or sub-licensable by BioEnergy Alliance, which is necessary to practice any Project IP.

6.4.3 BioEnergy Alliance shall not bring a cause of action against CTV or CTV's Affiliates for practicing Project IP that BioEnergy Alliance has either exclusively or nonexclusively licensed to CTV or CTV's Affiliates based upon BioEnergy Alliance Background IP that was either inadvertently or intentionally omitted from the notification required in Article 6.4.1.

## 6.5 Inventions and Software

6.5.1 Duty of Disclosure. Each Party will require its personnel who work on a Research Project promptly to disclose to that Party all Intellectual Property Invented by such personnel in the course of performing the Research Project.

6.5.2 Project Review Meetings. The Parties will conduct a project review meeting at the conclusion or termination of the Research Project, but in no event less often than twice a year annually. During the project review meeting the parties will prepare a summary list of all inventions and software arising from the Research Project and not considered in any previous project review meeting along with a list of the corresponding Inventors' names for each invention. Each item on the list will be identified as either Joint Intellectual Property or BioEnergy Alliance Intellectual Property or CTV Intellectual Property according to whether it was created jointly by CTV Personnel and BioEnergy Alliance Personnel or solely by BioEnergy Alliance or CTV personnel, respectively.

6.5.3 Ownership of Intellectual Property. Title and ownership to all Project IP (including but not limited to patents, copyrights, trademarks, confidential information and trade secrets on inventions shall reside in the Party or Parties whose employees Invented the Project IP. If the Project IP is Joint IP it shall be jointly owned by both Parties.

6.5.4 CTV or any of CTV's Affiliates and BioEnergy Alliance shall, at their sole discretion and expense, pursue legal protection for CTV and BioEnergy Alliance IP respectively, including, but not limited to, obtaining U.S. and foreign patents and copyrights. If a Party does not file for patent protection in any jurisdiction throughout the world and/or decides to abandon any rights granted in any jurisdiction throughout the world, that Party shall notify the other Party at least sixty (60) days prior to the expiration of any deadline related to such application and/or the maintenance of an issued patent. Upon notification, the other Party may, at its sole discretion and expense, agree to



pay for the filing for protection or paying for the maintenance fees in such jurisdiction(s). For jointly owned IP, CTV shall at its sole discretion and expense, pursue legal protection for Joint IP including, but not limited to, obtaining U.S. and foreign patents and copyrights. Should CTV decide not to file for patent protection in any jurisdiction throughout the world and/or decide to abandon any rights granted in any jurisdiction throughout the world, CTV shall notify BioEnergy Alliance at least sixty (60) days prior to expiration of any deadline related to such protection or pay maintenance fees in such jurisdiction(s). Upon notification, BioEnergy Alliance in its sole discretion and expense, file for protection or pay the maintenance fees in such jurisdiction.

## 6.6. Licensing

6.6.1 Nonexclusive License for CTV. Subject to BioEnergy Alliance's ability to maintain the tax-free bond status of any facility in which a Research Project Specification activity is conducted, BioEnergy Alliance agrees, through The Texas A&M University System Office of Technology Commercialization, to grant and does hereby grant a nonexclusive royalty-free license to make, have made, use, sell, offer for sale, have used, further develop and import such Project IP and products and technology derived from such Project IP and to extend such rights and license to others under a separate sublicense of the same scope. Prior to executing each Research Project Specification Order, the Parties will discuss whether the Research Project contemplated in that Research Project Specification Order will affect BioEnergy Alliance's ability to maintain the tax-free bond status of the facility in which the Parties plan to carry out the Project. To the extent CTV agrees that for each patent application filed, it desires to accept such nonexclusive royalty free license in writing, as a term and condition of such license, CTV agrees to reimburse BioEnergy Alliance and/or The Texas A&M University System for all fees and expenses attributable to filing, prosecuting, maintaining patent rights and/or copyright protection to Project IP. No such fees will be reimbursed without prior written approval by CTV. In the event of multiple licensees holding the above described license, the responsibility for reimbursement for said fees and expenses will be distributed equally among the additional licensees holding an active license.

6.6.2. Exclusive Licensing Option for CTV. BioEnergy Alliance hereby grants to CTV and CTV's Affiliates an option to obtain, through The Texas A&M University System Office of Technology Commercialization, an exclusive royalty-bearing, worldwide right and license to BioEnergy Alliance IP and Joint IP to make, have made, use, sell, offer for sale, have used, further develop and import under patent rights, and rights to reproduce, prepare derivative works, distribute copies, perform publicly or display publicly in the case of copyrighted work, to the extent such rights may lawfully be granted such Project IP and products and technology derived from such Project IP and to extend such rights and license to others under a separate sublicense of the same scope. CTV or CTV's Affiliates may exercise its option as to each invention or software that qualifies as BioEnergy Alliance IP or Joint IP by written notice to BioEnergy Alliance

within 12 months of the project review meeting at which the invention or software is identified as BioEnergy Alliance IP or Joint IP. Upon exercise of the option, the parties will initiate good faith negotiations regarding such license. These negotiations may not extend beyond 120 days from the option exercise date without the consent of both parties.

BioEnergy Alliance and The Texas A&M University System may reserve under this license an irrevocable, nonexclusive, royalty free right to make, have made, use, have used, further develop, and import the license to BioEnergy Alliance IP and Joint IP for research and educational purposes, and not for commercial purposes or the commercial benefit of third parties. Any license granted hereunder will include language providing for reimbursement of BioEnergy Alliance and/or The Texas A&M University Systems costs and expenses attributable to filing, prosecuting, maintaining patent rights and/or copyright protection.

6.6.3 The Parties will endeavor to identify a royalty range acceptable to both Parties for an exclusive license prior to executing a Research Project Specification. Such royalty shall be no less favorable than BioEnergy Alliance receives for other similar licenses from other similar entities and may be based on the following considerations as well as other considerations the Parties deem applicable at the time:

6.6.3.1 Time and Effort supplied by licensee, subsequent to licensing the developed technology

6.6.3.2 Amount of cost savings to licensee through use of the licensed technology,

6.6.3.3 Likelihood of commercializing the licensed technology,

6.6.3.4 Royalties for comparable technologies,

6.6.3.5 Royalties found by courts to be reasonable for comparable technologies,

6.6.3.6 Profit margin for comparable technologies, and

6.6.3.7 Background IP identified by BioEnergy Alliance.

6.7 Research Use of Project Results. Subject to Project IP, Both parties may use any and all Project Results, free of charge, for their own internal use, internal research, testing and teaching purposes. Subject to other terms of this Agreement, neither Party will grant any future license to any third party that would conflict with any such use.

6.8 Non-protected Project Results. Either Party may as it desires exploit any Project Results that are not protected by any patent, copyright or other legally enforceable intellectual property right, provided that neither Party will disclose or exploit the other's confidential information without permission, in writing, from the other Party.

6.9 Technology Transfer. Pursuant to terms of license contemplated in this Agreement, BioEnergy Alliance will transfer the technology of Research Projects to CTV or CTV's Affiliates and will provide reasonable support by BioEnergy Alliance Relevant Personnel to CTV or CTV's Affiliates at CTV's or CTV's Affiliates' sole expense as needed and as BioEnergy Alliance Relevant Personnel are available and can reasonably supply such support to ensure the success of the technology transfer so that CTV or CTV's Affiliates can protect the intellectual property rights of such technology and can use the results of the Research Project in CTV's or CTV's Affiliates' business, in accordance with the terms of this agreement and as modified by any subsequent License Agreement pursuant to the terms set forth in this Section 6.

6.10 BioEnergy Alliance agrees to administer and distribute to CTV, 50% of the net royalty income from Project IP that it receives from the Office of Technology Commercialization for The Texas A&M University System, as set forth in the policies and regulations of The Texas A&M University System and as may be updated from time to time. The royalty income subject to distribution hereunder shall be that income derived from licenses granted by The Texas A&M University System to third parties to Project IP. The parties agree that this obligation shall terminate when CTV receives an amount equal to 200% of all funding provided by CTV under this Agreement and any Research Project Specification Orders executed as part of this Agreement.

## 7. Notices

7.1 Any notice given under this Agreement will be in writing, will reference this Agreement, and will be deemed to have been given

- when personally delivered,
- when sent by confirmed facsimile,
- five days after having been sent by mail with return receipt requested, or
- one day after deposit with an overnight courier that provides verification of receipt.

7.2 All communications regarding the technical and programmatic aspects of each Research Projects Specification shall be between CTV and BioEnergy Alliance researchers identified in each such Research Projects Specification.

7.3 Communications and correspondence regarding the fiscal and administrative aspects of this Agreement, or any Research Projects Specification shall be between the Parties' designated officials:

If to CTV:

Sharon Dieringer  
Contracts Coordinator  
Chevron Technology Ventures LLC  
3901 Briarpark Drive  
Houston, Texas  
77042

If to the BioEnergy Alliance:

TEES Contracting Officer  
Office of Sponsored Research  
3000 TAMU  
College Station, TX 77845-3000

## 8. Exclusion of Liability

8.1 Exclusion of Liability. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT, BIOENERGY ALLIANCE AND CTV AND CTV'S AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, REGARDING THEIR PERFORMANCE UNDER THIS AGREEMENT OR ANY RESEARCH PROJECT SPECIFICATION, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROJECT RESULTS, EACH PARTY ALSO DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT PROJECT RESULTS ARE FREE FROM THIRD PARTY RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS).

## 9. Term and Termination

9.1 This Agreement begins on the Effective Date.

9.2 At any time CTV may terminate this Agreement without penalty by a written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. To the extent the Research Project is active as of the termination date that Research Project will automatically terminate on that date, and the settlement of costs will be governed by Paragraph 3.3.

9.3 If one of the parties breaches any of its obligations under this Agreement or the Research Project Specification and such breach has, or is likely to have, a material effect on the other Party; the other Party may give written notice to the breaching Party calling upon it to comply with its obligations within a specified term of not less than thirty days. If at the expiration of this term the breaching Party has not cured its breach, the other Party shall have the right to immediately terminate this Agreement or any Research Project Specification in writing specifying a termination date not less than thirty days from receipt of this notice of Termination. Termination of this Agreement for breach will also result in the simultaneous termination of any active Research Projects. The settlement of costs for the termination of any Research

Projects will be governed by Paragraph 3.3.

9.4 The provisions of Paragraph 3.2, 3.3 Article 6, Article 8 and Article 10 will survive the expiration or termination of this Agreement. If the Research Project remains active past the expiration or termination of this Agreement, the terms of this Agreement will remain in effect as to that Research Project until completion thereof and satisfaction of the various rights and obligations in Article 6.

10. Miscellaneous Clauses

10.1 Export Laws. Each Party will adhere to all applicable laws, regulations and rules relating to the export of technical data including "deemed exports," and will not export or re-export any technical data, the direct product of such technical data, or any products received from the other Party, to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized. Deemed export means any release of technology to a foreign national within the United States, technology is released for export when it is available to foreign nationals for visual inspection, when technology is exchanged orally or when technology is made available by practice or application under the guidance of persons with knowledge of the technology. The obligations of this section shall survive any expiration or termination of this Agreement.

10.2 Relationship of the Parties. The parties are independent contractors. Nothing in this Agreement will constitute the parties as entering into a partnership, joint venture, or agency relationship.

10.3 Entire Agreement. This Agreement is the entire understanding between CTV and the BioEnergy Alliance. No modification, alteration or amendment will be effective unless in writing and signed by both parties.

10.4 No Assignment. Neither Party may assign its rights or obligations unless the other Party gives written consent. Any attempted assignment without such consent will be voidable at the option of the non-assigning Party. Notwithstanding this provision, CTV may assign to an Affiliate or to a successor in interest to substantially all the business to which this Agreement pertains without receiving written consent of BioEnergy Alliance.

10.5 Publicity. Each Party agrees not to authorize or commission the publication of any promotional materials containing any reference to the other Party without the prior written approval of the other Party; provided however that, BioEnergy Alliance may include CTV's name and Research Project title in published listings of research sponsors. The provisions of this Section shall survive termination of this Agreement.

11. Independent Research

Nothing in this Agreement or in any of the Research Project Specifications shall in any way restrict or impair the right of any Party to conduct its own research, either independently or in conjunction with others, even though such research may parallel or overlap research conducted as part of any Research Project Specification.

SIGNATURES:

**BioEnergy Alliance**

The Texas Engineering  
Experiment Station (TEES)

By Glenn W. Mathews

Glenn W. Mathews

Title: TEES Contracting Officer

Date: April 9, 2007

The Texas Agricultural  
Experiment Station (TAES)

By Elsa Muraho

Elsa Muraho

Title: Director, TAES

Date: 4-10-07

**Chevron Technology Ventures,  
a division of Chevron U.S.A. Inc.**

By Donald Huff

Title VP & CTO

Date 04/25/2007

EXHIBIT 1

\_\_\_\_\_  
And  
Chevron Technology Ventures

**Research Project Specification Order**

Pursuant to the Agreement between Chevron Technology Ventures and \_\_\_\_\_ (\_\_\_\_\_) dated \_\_\_\_\_, \_\_\_\_\_ will use reasonable best efforts to undertake the research project as defined in this specification order, as follows:

1. Work to be performed shall be in accordance with the scope of work attached, which will include at least:
  - a. A detailed description of the work to be performed
  - b. A list of personnel (excluding students) that will work on the project
  - c. Specific project milestones
  - d. Processes and equipment that will be used including the cost of such equipment
  - e. Potential commercial applications
  - f. Research Project Budget including the funding amounts required and the date they are to be provided.
  - g. \_\_\_\_\_ Representations regarding all Background Technology required for performing the Project including any field of use limitations and applicable third party rights.
2. The total estimated cost and not-to-exceed amount for this Research Project Specification order are \_\_\_\_\_ and \_\_\_\_\_.
3. The period of performance is \_\_\_\_\_ through \_\_\_\_\_.
4. Written Progress Reports are due as follows. \_
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
5. Written Progress Reports shall contain the following.
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
6. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates.
7. Pursuant to Section 3.1 of the Agreement, the parties have identified

\_\_\_\_\_ as the Party responsible for maintenance, damage and loss to CTV equipment, if any, is used for the Research Project.

8. The Parties will include initial terms of any potential exclusive licensing arrangements that may be discernable at the time the Project Research Specification Order is negotiated including but not limited to a range of royalty that would be required to exercise CTV's or CTV's Affiliates' exclusive license option as required in Article 6 of the Agreement.

9. Pursuant to Section 6.6.1, does the Research Project as defined in this Research Project Specification Order adversely affect BioEnergy Alliance's ability to maintain the tax-free bond status of the facility in which the Parties plan to carry out the Project? If the Research Project defined herein adversely affects BioEnergy Alliance's ability to maintain its tax-free bond status, is there an alternative facility or location that would not adversely BioEnergy Alliance's ability to maintain the tax-free bond status?

10. Pursuant to the Section 6.6.3 of the Agreement, the parties hereby agree that for an exclusive license applicable to this Research Project Specification the royalty range described in Section 6.6.3 of the Agreement shall be \_\_\_\_\_ to \_\_\_\_\_.

11. Pursuant to the Section 7.2 of the Agreement, all communications regarding the technical and programmatic aspects of this Research Project Specification shall be between CTV and \_\_\_\_\_ researchers identified below:

If to CTV:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Terms and conditions of the Agreement apply.

Acknowledged and Accepted:

\_\_\_\_\_

Chevron Technology Ventures,  
a division of Chevron U.S.A. Inc.

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**From:** [mahmoud.elhalwagi@gmail.com](mailto:mahmoud.elhalwagi@gmail.com) on behalf of Mahmoud El-Halwagi  
**To:** [Lesley A. Bell](mailto:Lesley.A.Bell)  
**Subject:** Fwd: Project Establishment Notice  
**Date:** Friday, September 10, 2010 1:38:56 PM

---

Hi Lesley,  
Thanks for the note on Chevron. I am not sure what document is needed.  
Will the information below do? If not, please advise.  
Many thanks!  
Mahmoud

----- Forwarded message -----

**From:** OSR TEES Deliverables <[teesdeliverables@tamu.edu](mailto:teesdeliverables@tamu.edu)>  
**Date:** Mon, Jan 12, 2009 at 3:43 AM  
**Subject:** Project Establishment Notice  
**To:** Mahmoud M El-Halwagi <[El-Halwagi@tamu.edu](mailto:El-Halwagi@tamu.edu)>  
**Cc:** Will P Bailey <[wbailey@tamu.edu](mailto:wbailey@tamu.edu)>

**Project Establishment Notice  
For Project A4930 CH**  
(This information can be found on [EPIK Portal](#) or EPIK Forms.)

<b>DATE:</b>	01/09/2009	<b>NUMBER:</b>	32525 - A4930 CH
<b>PROJECT ACTION:</b>	New Award	<b>PROPOSAL:</b>	09-0523
		<b>CONTRACT TRACKING:</b>	C09-00296
<b>AWARD:</b>	Delivery Order	<b>TYPE:</b>	Fixed Price
<b>TITLE:</b>	Task Order No. 01 to the Research Agreement With Chevron Technology Ventures	<b>CFDA:</b>	
		<b>CAPITAL CAMPAIGN IMPERATIVE:</b>	1 - Elevate faculty, their teaching, research and scholarship
<b>SPONSOR:</b>	Chevron Technology Ventures (A Division of Chevron USA)	<b>SPONSOR TYPE:</b>	Private
<b>PRIME SPONSOR:</b>		<b>SPONSOR TYPE:</b>	
<b>SUBRECIPIENT:</b>			
<b>PRINCIPAL INVESTIGATORS:</b>	Mahmoud M El-Halwagi - Chemical Engineering		
<b>CURRENT FUNDING PERIOD:</b>	01-JAN-2009 - 31-DEC-2009		

**PERIOD OF PERFORMANCE:** 01-JAN-2009 - 31-DEC-2009  
**LAST AWARDED AMOUNT:** \$34,398.00      **AMOUNT:** \$34,398.00  
**INDIRECT COST RATE:** Indirect Cost Method - 46.5% MTDC

**DISTRIBUTION OF INCENTIVE FUNDS**

Project	Title	PCT	Division	PI(s)
10446	PI Research Incentive Fund	16.000%	CH	El-Halwagi
11180	Division Research Incentive Fund	29.500%	CH	Pishko
9186B	TEES - Indirect Cost Base	29.500%	OI	Smock
9186S	Strategic Res. Initiative (5%) TEES	20.000%	OI	Smock
9186X	Indirect Cost-TEES Retained	5.000%	OI	Smock

**COST SHARING**

**Cost Sharing:** No

**INFORMATION**

TEES shall have the right to acknowledge the Sponsor, the TEES Investigator, the nature of the research, and the dollar value of the Agreement in TEES records and reports.

**SUBCONTRACTS**

**Sponsor Approval Required:** Yes

**PROPERTY**

**Title Vests With:** TEES

**Sponsor:**

**Sponsor Report Required:** None

**Sponsor Forms Required:** No

**EQUIPMENT**

**Purchase Approval:** TEES Internal Approval

**Equipment Budgeted:** No

**On Loan:** No

**Fabricated:** No

\*TEES is the Party responsible for maintenance, damage and loss to CTV equipment, if any, is used for the Research Project.

**PURCHASING**

**General Services Commission Guidelines:** No  
**TEES Guidelines:** Yes  
**Women Only:** No  
**Buy American Act:** No  
**Small Business:** No  
**Minority Only:** No  
**Minority Women:** No

**TRAVEL**

**Travel Allowed:** YES  
**Required Guidelines:** TEES Research Travel Guidelines  
**Foreign Travel:** Requires TEES Approval  
**Required Use of U.S. Flag Air Carriers:** Yes

\*Travel Budgeted at \$2,000

**REGULATIONS**

**FAR Clause Apply:** No  
**FDP General Terms and Conditions and Agency Specifics:** No  
**Terms and Conditions of Award Document Apply:** Yes

**BUDGET**

**Budget Category Adjustments Required:** TEES Approval

\*Graduate Student Tuition Budgeted \$4,789

**OTHER**

\*Written Quarterly Reports are due as follows: March 1,2009 July 1,2009 September 1, 2009 December 1, 2009 \*Written Progress Reports shall consist of a breif email summarizing the work to date. \*Project Review Mettings will be held (monthly, quarterly, or annually) on approximately the following dates. See Appendix A

<b>Sponsor Contractual Contact:</b>	Ross Wong	<b>Telephone:</b>	713-654-6022	<b>Fax:</b>
<b>Sponsor Technical Contact:</b>	Ross Wong	<b>Telephone:</b>	713-954-6022	<b>Fax:</b>
<b>Sponsor Payable</b>		<b>Telephone:</b>		<b>Fax:</b>

**Contact:**

**TEES Contract Administrator:** Autumn Biggers

**Telephone:** (979) 458-7627

**E-mail:** [autumnbiggers@tamu.edu](mailto:autumnbiggers@tamu.edu)

**TEES Project Administrator:** Kylee Dugger

**Telephone:** (979) 458-7627

**E-mail:** [kyleedugger@tees.tamus.edu](mailto:kyleedugger@tees.tamus.edu)

**BILLING**

**Address:**

Ross Wong  
Chevron Technology Ventures  
Biofuels & Hydrogen Business Unit  
3901 Briarpark Room BP665  
Houston, TX 77042  
Phone: 713-954-6022  
Email: [ross.wang@chevron.com](mailto:ross.wang@chevron.com)

**Due Date:**

Payment shall be made upon execution of this agreement and receipt of invoice.

**Backup:**

**Forms:**

**Subcontracts:**

**Financial**

**Reports:**

**Certification:**

**Instructions:**

**AMENDMENT No. 1**  
To the Research Agreement  
Between Chevron Technology Ventures  
and

Texas Agricultural Experiment Station ("TAES") and the Texas Engineering Experiment Station ("TEES")  
Dated April 9, 2007

WHEREAS, as of January 1<sup>st</sup> 2008, the Texas Agricultural Experiment Station ("TAES") now conducts business as Texas AgriLife Research of the Texas A&M University System;

WHEREAS, the parties wish to amend the terms of the Agreement relating to Confidential Information;

NOW, THEREFORE, This Amendment ("Amendment") to the above named Research Agreement ("Agreement") is made and entered into by and between Chevron Technology Ventures, a Division of Chevron U.S.A. Inc. (hereinafter "CTV") and Texas AgriLife Research of the Texas A&M University System (hereinafter "Texas AgriLife"), effective as of July 10, 2008.

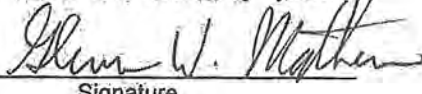
In consideration of the mutual promises between the parties and for valuable consideration, the parties agree as follows:

1. **Company Name Change.** As a result of this amendment, references in the Agreement to the Texas Agricultural Experiment Station or TAES, shall be construed as references to Texas AgriLife.
2. Section 6.2.1.1 of the Agreement is amended as follows: Delete the first sentence and replace with "CTV or CTV's Affiliates may from time to time disclose confidential information to BioEnergy Alliance and/or BioEnergy Alliance Personnel in connection with or in anticipation of a Research Project."
3. Section 6.2.2.1 of the Agreement is amended as follows: Delete the first sentence and replace with "BioEnergy Alliance may from time to time disclose confidential information to CTV and/or CTV Personnel in connection with or in anticipation of a Research Project."
4. All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Amendment to be executed by their duly authorized representatives.

**BIOENERGY ALLIANCE:**

**TEXAS ENGINEERING EXPERIMENT STATION**  
Of The Texas A&M University System

By:   
Signature

Glenn W. Mathews  
(Print or type name)

Title: TEES Contracting Officer

Date: August 5, 2008

**TEXAS AGRILIFE RESEARCH**  
of The Texas A&M University System

By:   
Signature

Diane M. Gilliland  
(Print or type name)

Title: Asst. Director for Research Admin

Date: August 5, 2008

**CHEVRON TECHNOLOGY VENTURES,**  
a division of Chevron U.S.A. Inc.

By:   
Signature

JEFFREY M. JACOBS  
(Print or type name)

Title: VP, Biofuels & Hydrogen

Date: 3/5/09

**TASK ORDER NO. 1**

**To RESEARCH AGREEMENT  
Between  
Texas Engineering Experiment Station  
And  
Chevron Technology Ventures**

**Research Project Specification Order**

Pursuant to the Agreement between Chevron Technology Ventures and Texas Engineering Experiment Station (TEES) dated April 9, 2007, TEES will use reasonable best efforts to undertake the research project as defined in this specification order, as follows:

1. Work to be performed shall be in accordance with the scope of work attached hereto as Appendix A, which will include at least:
  - a. A detailed description of the work to be performed
  - b. A list of personnel (excluding students) that will work on the project
  - c. Specific project milestones
  - d. Processes and equipment that will be used including the cost of such equipment
  - e. Potential commercial applications
  - f. Research Project Budget including the funding amounts required and the date they are to be provided.
  - g. TEES' Representations regarding all Background Technology required for performing the Project including any field of use limitations and applicable third party rights.
2. The fixed price amount of for this Research Project Specification Order is \$34,398.00. Payment shall be made to TEES upon execution of this agreement and receipt of invoice.
3. The period of performance is January 1, 2009 through December 31, 2009.
4. Written Quarterly Progress Reports are due as follows.  
March 1, 2009  
July 1, 2009  
September 1, 2009  
December 1 2009
5. Written Progress Reports shall consist of a brief email summarizing the work to date.
6. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates.  
See Appendix A
7. TEES is the Party responsible for maintenance, damage and loss to CTV equipment, if any, is used for the Research Project.
8. The Parties will include initial terms of any potential exclusive licensing arrangements that may be discernable at the time the Project Research Specification Order is negotiated including but not limited to a range of royalty

that would be required to exercise CTV's or CTV's Affiliates' exclusive license option as required in Article 6 of the Agreement.

9. Pursuant to Section 6.6.1, does the Research Project as defined in this Research Project Specification Order adversely affect BioEnergy Alliance's ability to maintain the tax-free bond status of the facility in which the Parties plan to carry out the Project? If the Research Project defined herein adversely affects BioEnergy Alliance's ability to maintain its tax-free bond status, is there an alternative facility or location that would not adversely affect BioEnergy Alliance's ability to maintain the tax-free bond status?
10. Pursuant to the Section 6.6.3 of the Agreement, the parties hereby agree that for an exclusive license applicable to this Research Project Specification the royalty range described in Section 6.6.3 of the Agreement shall be determined at a later date.
11. Pursuant to the Section 7.2 of the Agreement, all communications regarding the technical and programmatic aspects of this Research Project Specification shall be between CTV and TEES researchers identified below:

If to CTV:

Ross Wong  
Chevron Technology Ventures  
Biofuels & Hydrogen Business Unit  
3901 Briarpark Room BP665  
Houston, TX 77042  
Phone (713) 954-6022  
E-Mail: [ross.wong@chevron.com](mailto:ross.wong@chevron.com)

If to TEES:

Mahmoud M. El-Halwagi  
The Artie McFerrin Department of Chemical Engineering  
Texas A&M University  
College Station, Texas 77843-3122  
Phone (979)845-3484  
Fax (979) 845-6446  
E-Mail: [El-Halwagi@TAMU.edu](mailto:El-Halwagi@TAMU.edu)



Terms and conditions of the Agreement apply.

Acknowledged and Accepted:

Texas Engineering Experiment Station

Chevron Technology Ventures,  
a division of Chevron U.S.A. Inc.

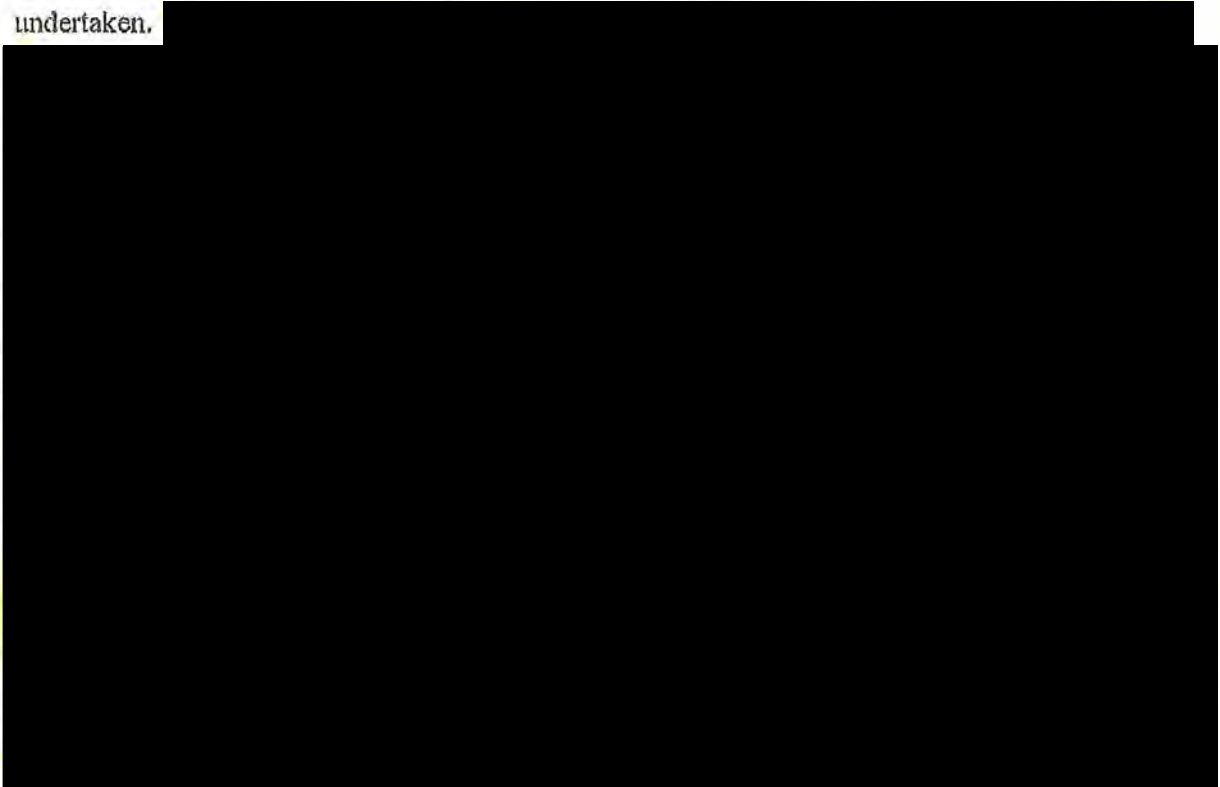
By Glenn W. Mathews  
Title TEES Contracting Officer  
Date 12-22-08

By [Signature]  
Title VP, Biofuels & Hydrogen  
Date 12/22/08

APPENDIX A  
SIMULATION, DESIGN, AND TECHNO-ECONOMIC ANALYSIS  
OF BIOFUEL PLANTS

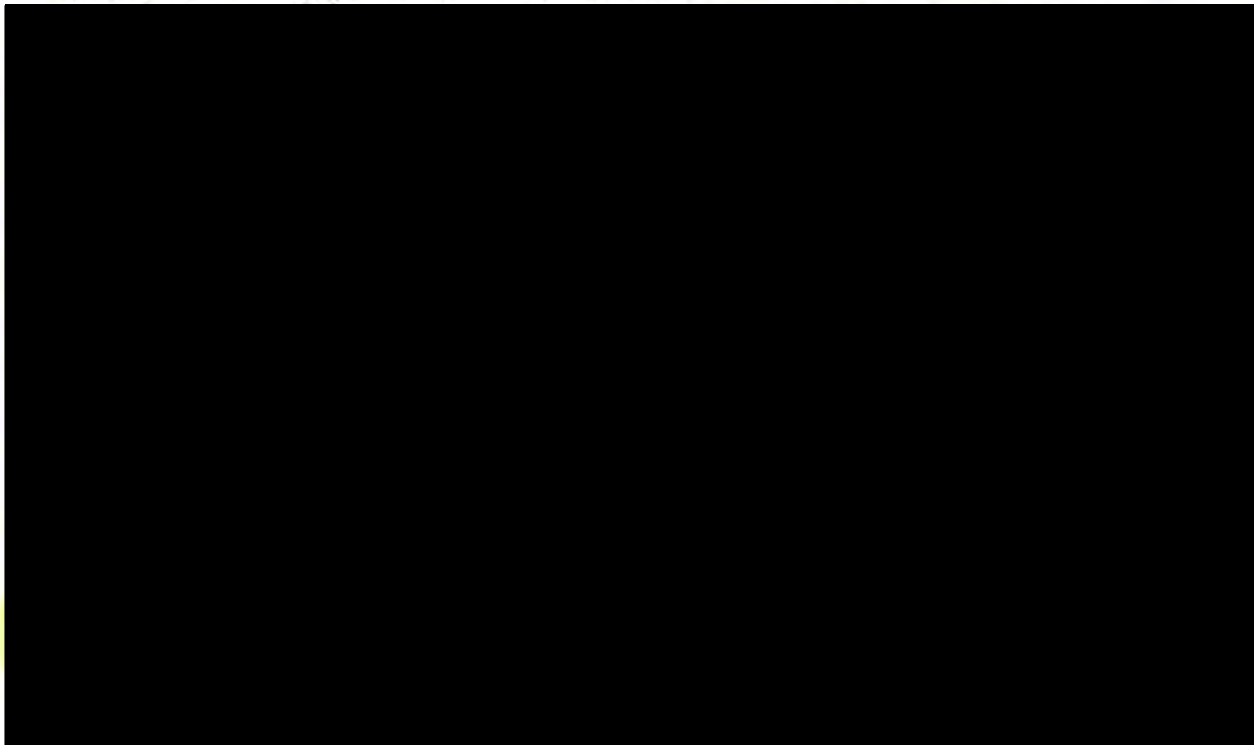
Principal Investigator: Mahmoud M. El-Halwagi  
Professor and Holder of the McFerrin Professorship  
The Artie McFerrin Department of Chemical Engineering, Texas A&M University  
E-mail: [El-Halwagi@tamu.edu](mailto:El-Halwagi@tamu.edu)  
Phone: 979 845 3484  
<http://che.tamu.edu/el-halwagi/>

Executive Summary: Diminishing fossil fuel resources coupled with the steady increase in energy consumption have spurred research interest in alternative energy sources including biofuels. The overall goal of this work is to investigate processing pathways for the production of biofuels. If agreed upon by Chevron, the production of renewable diesel will be used as the focus of the project and as a sample for future work. Several inter-connected activities will be undertaken.



## INTRODUCTION

As a result of the dwindling resources of fossil energy, there is a growing level of interest in identifying cost-effective and sustainable technologies for the production of biofuels. Renewable diesel is one of the most attractive biofuel alternatives. While renewable diesel and other bio-based fuels will not totally eradicate the use of fossil fuels, they can work in tandem and therefore extend the life of the diminishing fossil fuel reserves. Renewable diesel can be blended with petroleum derived diesel. Additionally, renewable diesel contributes much less to the emission of greenhouse gases than the fossil fuels. Various sources of feedstocks may be used in producing renewable diesel. These sources include palm, soybean, sunflower, peanut, olive, rapeseed, cottonseed, safflower and sesame oils. There are several feedstock alternatives that may be used for the production of renewable diesel. These sources include waste oil from the food industry (e.g., cooking oil) as well various types of oil such palm, soybean, sunflower, peanut, jatropha, olive, rapeseed, cottonseed, safflower and sesame oils. Additionally, there are numerous reaction chemistries, processing pathways, and product qualities for the production of renewable diesel. Consequently, for the successful production and market penetration of renewable diesels, the following questions should be answered:

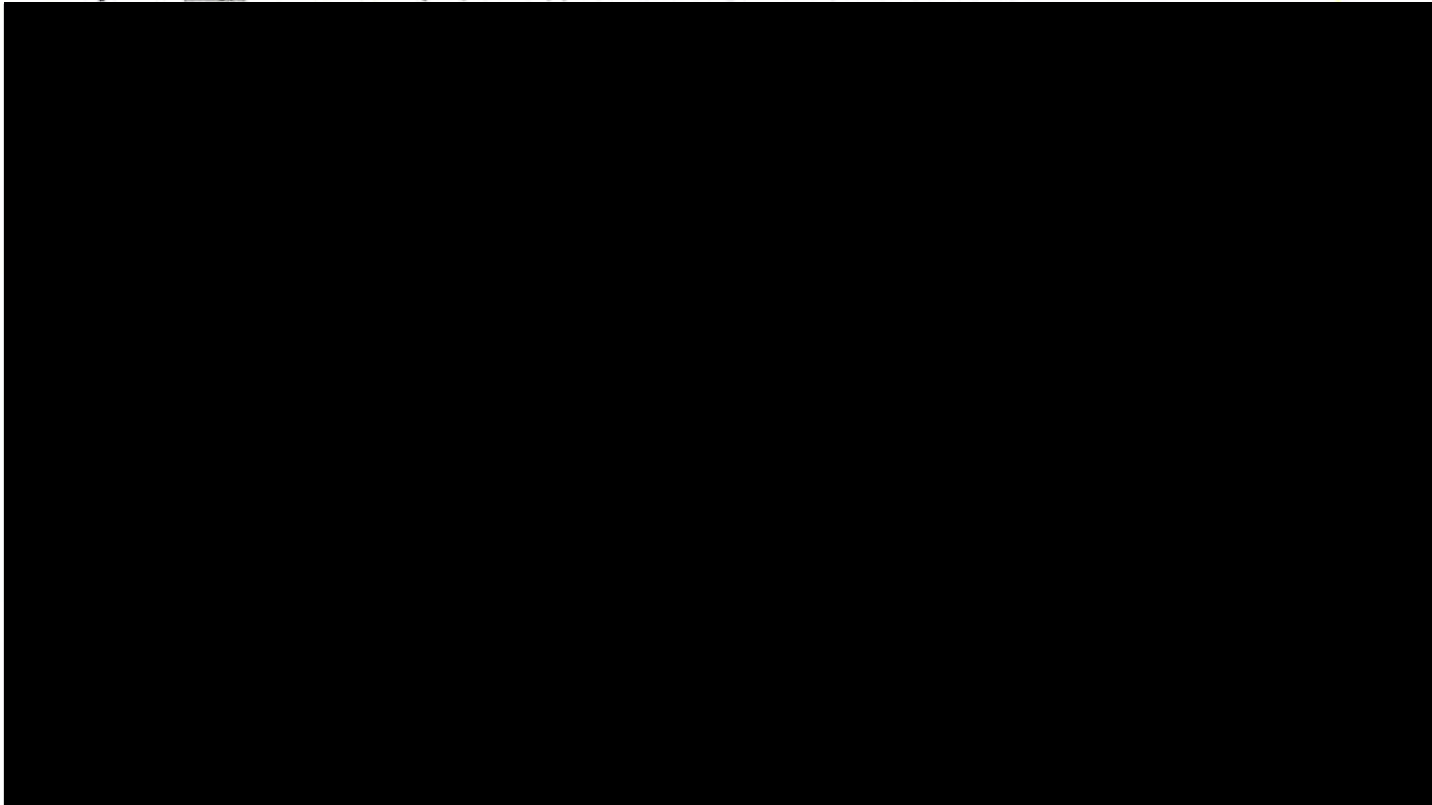


### STATEMENT OF WORK TO BE DONE

This project is aimed at addressing the problem of cost-effective production pathways of renewable diesel from various renewable sources and waste materials. The following design challenges will be addressed:

- What are the optimal feedstocks? What are their flowrates? When should they be used (process scheduling and operation)
- What are the desired characteristics of the renewable diesel products?
- What process units should be used and how should they be interconnected (process synthesis)?
- What is the process performance (process simulation)?
- Are there opportunities of conserving mass and energy (process integration)?
- What is the sensitivity of the identified solution to economic changes (process sensitivity)?
- How does the produced renewable diesel fuels perform in actual engine testing?

This work will introduce a hierarchical procedure that decomposes the problem into successive stages that are globally solvable then merges the solution fragments into an overall process target. The specific tasks to conduct the proposed approach will be broken down as follows:



### Milestones and Deliverables

#### Phase I: (January 2009 – December 2010)

Objectives	Deliverables	Milestones	Budgets
Process Synthesis	[REDACTED]	- May 2009	\$5,000 + overheads
Process Simulation	[REDACTED]	- July 2009	\$10,000 + overheads
Process Integration	[REDACTED]	- October 2009	\$7,000 + overheads
Techno-Economic Analysis	[REDACTED]	- December 2009	\$8,000 + overheads

Appendix – Budget Details

Description	Year 1 (\$)
<b>Personnel Expenses</b> Senior Personnel Salaries and Benefits Fringe Benefits & Health	5,000
Graduate Student Salary and Benefits Fringe Benefits & Health	18,000
Student Worker Salaries Fringe Benefits	
<b>Other Direct Costs</b> Travel Expenses Materials & Supplies Publications Subcontract (first \$25K) Consultant Services Soil Sampling Analysis Local Services	2,000
<b>Modified Total Direct Costs (MTDC)</b>	<b>25,000</b>
<b>Indirect Costs (46.5% of MTDC)</b>	<b>9,398</b>
Subcontract (balance over \$25K) Capital Equipment Tuition	
<b>Total</b>	<b>34,398</b>

**AMENDMENT NO. 1 TO TASK ORDER NO. 2**

**To RESEARCH AGREEMENT  
Between  
Texas Engineering Experiment Station  
And  
Chevron Technology Ventures**

**Research Project Specification Order**

This Amendment No. 1 to Task Order No. 2 ("Amendment") to the Research Agreement ("Agreement") is made and entered into by and between Chevron Technology Ventures, a Division of Chevron U.S.A. Inc. (hereinafter "CTV") and Texas Engineering Experiment Station (hereinafter "TEES"), effective as of July 1, 2010.

WHEREAS, on or about April 9, 2007, a Research Agreement (hereinafter the "Agreement") was entered into by and between CTV, TEES and Texas Agriculture Experiment Station (hereinafter "TAES"); and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises between the parties and for valuable consideration, the parties agree as follows:

1. Section 3 of the Task Order shall be amended as follows:

The period of performance is June 1, 2010 through September 30, 2010, at which time the Agreement shall terminate, unless further extended by mutual written agreement of the parties, signed by their authorized representatives.

2. Section 8 of the Task Order shall be amended as follows:

Pursuant to Section 7.2 of the Agreement, all communications regarding the technical and programmatic aspects of this Research Project Specification shall be between CTV and TEES researchers representatives below:

If to CTV:

Ruth Broussard  
Chevron Technology Ventures  
6011 Bollinger Canyon Road, Rm. 1109  
San Ramon, CA 94583  
Phone: (925) 842-5623  
E-Mail: [RuthBroussard@chevron.com](mailto:RuthBroussard@chevron.com)

If to TEES:

Ahmad Ghassemi  
Department of Petroleum Engineering  
3116 TAMU  
College Station, TX 77843-3116  
Phone: (979) 845-2206  
E-Mail: [ahmad.ghassemi@pe.tamu.edu](mailto:ahmad.ghassemi@pe.tamu.edu)

3. The task order shall be amended to include a new Section 9 as follows:
  9. CTV may have one or more contractors attend the meeting on its behalf.
4. All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Amendment to be executed by their duly authorized representatives.

CHEVRON TECHNOLOGY VENTURES,  
a division of Chevron U.S.A. Inc.

By: Jerry Lomax  
Signature

JERRY LOMAX  
(Print or type name)

Title: VICE PRESIDENT

Date: 7/7/10

TEXAS ENGINEERING EXPERIMENT  
STATION

By: Mark Andrews  
Signature

Mark Andrews  
(Print or type name)

Title: TEES Contracting Officer

Date: 7/7/10



## RESEARCH AGREEMENT

Between

**Chevron Technology Ventures**

and

**The Texas Agricultural Experiment Station**

and

**The Texas Engineering Experiment Station**

This Research Agreement ("Agreement") is effective on April 9, 2007 (Effective Date) and will remain effective for a period of four (4) years or until terminated as provided below.

### RECITALS

A. WHEREAS, Chevron Technology Ventures, a division of Chevron U.S.A. Inc. ("CTV"), located at 3901 Briarpark Drive, Houston, Texas 77042, desires to contribute to the advancement of science, technology and higher education by providing funding for research projects of interest to CTV's business. CTV may desire to use the results of such research projects in CTV's business.

B. WHEREAS, The Texas Agricultural Experiment Station ("TAES"), a member of the Texas A&M University System and an agency of the State of Texas located in College Station, Texas conducts basic and translational research for the benefit of consumers and the agricultural industry.

C. WHEREAS, The Texas Engineering Experiment Station ("TEES"), a member of The Texas A& M University System and an agency of the State of Texas located at 1470 William D. Fitch Pkwy, College Station, Texas 77845, actively engages in and facilitates energy technology development, assessments, demonstration projects, and policy guidance based on scientific facts, engineering principles and economic realities.

D. WHEREAS, TAES and TEES have developed a strategic alliance for bioenergy initiatives to enhance the ability of these two preeminent agricultural and engineering agencies to serve the citizens of Texas and beyond (hereinafter jointly referred to as "BioEnergy Alliance").

E. WHEREAS, CTV and BioEnergy Alliance (each a "Party", and collectively the "Parties") desire by this Agreement to establish a joint research program between CTV and BioEnergy Alliance and to set out the legal rights and interests of both parties respecting such joint research.

### THE PARTIES THEREFORE AGREE:

## 1. Definitions

1.1 "Intellectual Property" means any Inventions, improvements and discoveries, including all computer software, works, material and data, whether or not protectable by patent, trade secret or copyright.

1.2 "Background IP" means any Intellectual Property existing prior to or outside the scope of this Agreement or any Research Project Specification.

1.3 "Project Results" means (a) any tangible item, such as a document (in any recorded form), a computer program, a database or knowledge base, or a piece of equipment and (b) any intangible item such as data, information, ideas and concepts disclosed to either Party whether or not patentable arising from any stage of a Research Project.

1.4 "Research Project Specification" means a document in the form of Exhibit 1 defining the Research Project.

1.5 "Research Project" means a project undertaken by the Parties in accordance with a Research Project Specification.

1.6 "BioEnergy Alliance Personnel" means any student, faculty member or other person employed by BioEnergy Alliance, The Texas A&M University System or any of its members.

1.7 "CTV Personnel" means any employee of CTV or any CTV Affiliate.

1.8 "Affiliate" means with respect to a Party, any entity that controls, is controlled by, or is under common control with such Party.

1.9 "BioEnergy Alliance Intellectual Property" ("BioEnergy Alliance IP") means Intellectual Property Invented by BioEnergy Alliance Personnel in the scope and course of the performance of any Research Project Specification issued under this Agreement.

1.10 "CTV Intellectual Property" ("CTV IP") means Intellectual Property Invented by CTV Personnel in the scope and course of the performance of any Research Project Specification issued under this Agreement.

1.11 "Invention" or "Invented" or "Inventor" means these words as defined by the patent laws of the United States, for example, 35 U.S.C. 100 and 101.

1.12 "Joint Intellectual Property" ("Joint IP") means Intellectual Property Invented by both CTV Personnel and BioEnergy Alliance Personnel in the scope and course of the performance of any Research Project Specification issued under this Agreement.

1.13 "Project IP" means all Intellectual Property Invented in the scope and course of

the performance of any Research Project Specification issued under this Agreement. Project IP does not include Background IP and any Intellectual Property created after the termination of this Agreement.

## 2. Structure

2.1 Duration. This Agreement will begin on the Effective Date and will remain active for a period of four (4) years from the Effective Date unless sooner terminated or extended in accordance with the terms of this Agreement. At the conclusion of the four year period, this agreement may be renewed and extended upon the mutual consent and written agreement of both Parties.

2.2 Annual Cost Limitation. Following a technical review of the Parties capabilities and areas of interest, the Parties will mutually agree upon an annual funding ceiling amount. The annual funding ceiling amount may be increased during any annual period by the issuance of a written amendment to the Agreement, which is signed by both Parties.

2.3 Joint Management Committee. A Joint Management Committee will be established and will be comprised of representatives from BioEnergy Alliance and CTV. The Joint Management Committee will convene periodically, as provided in the Research Project Specification or as determined by the agreement of the committee members, to discuss the research projects, to provide comprehensive oversight of the ongoing research activities. Minutes will be taken at each Joint Management Committee Meeting. The minutes will be reviewed, corrected and accepted at the beginning of the next meeting.

## 3. Research Project

3.1 Research Project Specification. CTV and BioEnergy Alliance hereby establish a cooperative research program. It is the intent of both Parties that the research performed under this Agreement will be collaborative. This research program may involve more than one Research Project. Either Party may propose research projects from time to time. When one Party proposes a Research Project, the Parties will confer. If both Parties agree to pursue the Research Project, they will prepare a written Research Project Specification in the form of Exhibit 1. When both parties have signed the Research Project Specification agreement, it will become a part of this Agreement. Any changes in the Research Project Specification, including a change of the principal investigator within the control of the parties, will be effective only upon the mutual written consent of both parties. If for any reason the principal investigator withdraws from serving as principal investigator, BioEnergy Alliance will notify CTV and the parties shall endeavor to agree upon a successor. If the parties are unable to agree upon a successor, either party shall have the option to terminate the Research Project Specification on notice to the other party.

3.2 Reports. BioEnergy Alliance will keep CTV apprised of the progress of the Research Project at regular intervals that are agreed upon in the Research Project Specification and will prepare a written report upon conclusion or termination of a

Research Project. CTV agrees to provide BioEnergy Alliance in a timely manner any Project Results that CTV may have in order for BioEnergy Alliance to prepare progress reports. In addition, BioEnergy Alliance will provide CTV with copies of any technical report arising from a Research Project within thirty (30) days of the internal or external publication of such technical reports or as soon thereafter as practical. Prior to publication, all such external publications are subject to the requirements in section 6.3.

3.3 Research Project Duration. The duration of the Research Project will be stated in each Research Project Specification. BioEnergy Alliance may terminate any Research Project if circumstances beyond its control preclude continuation of a Research Project on notice to CTV. CTV will reimburse BioEnergy Alliance for all costs and non-cancelable commitments incurred in the performance of the Research Project up to the date of termination. CTV may unilaterally terminate BioEnergy Alliance participation in any Research Project at any time following the steps outlined in Article 9 of this Agreement. If CTV terminates sponsorship of a Research Project, to the extent that (a) CTV has agreed to pay for the following items in a Research Project Specification and (b) CTV has previously approved such expenditures, CTV will pay:

3.3.1 all costs that CTV has agreed to pay in the Research Project Specification pro-rated up through the termination date

3.3.2 all non-cancelable obligations made by BioEnergy Alliance before receipt of notice of termination (up to but not exceeding the total CTV commitment stated in the Research Project), even if such costs extend beyond the termination date.

3.4 Research Project Funding. The Research Project Specification will include a budget that sets forth CTV's financial obligation in cash for the Research Project and the date by which CTV's obligation will be provided. The budget will be designed to reimburse BioEnergy Alliance for BioEnergy Alliance' direct and indirect costs of conducting the Research Project. BioEnergy Alliance will endeavor to perform the Research Project within the budget. If the budgeted amount is exhausted but the Research Project is not completed, the parties may by written agreement provide for additional funding. In the absence of such an agreement, neither Party is obligated to provide any additional funds for the Research Project, and the BioEnergy Alliance will be relieved of any further obligations to continue the Research Project.

#### 4. Chevron Technology Ventures' Equipment

4.1 Ownership of CTV-funded Equipment. Unless otherwise agreed in a Research Project Specification,

4.1.1 BioEnergy Alliance will own any equipment and other items purchased with funds provided by CTV.

4.1.2 CTV will own any equipment that CTV may loan to BioEnergy Alliance for use in a Research Project, and

4.1.3 Such loaned equipment will be returned to CTV upon the conclusion of the Research Project.

4.2 Insurance. The Texas A&M University System and its members are self-insured

for Workers Compensation Insurance as provided by Tex. Lab. Code Ann. Ch. 502.

The Texas A&M University System is insured under an automobile policy with a combined single limit of \$500,000 for bodily injury and property damage.

The liability of The Texas A&M University System for personal injury and property damage is as provided by Tex. Civ. Prac. & Rem. Code Ann. Ch. 101. The limits of the liability are \$250,000 for each person, \$500,000 for each single occurrence of bodily injury or death, and \$100,000 for each single occurrence of injury to or destruction of property.

## 5. Visiting Scientists

Upon agreement of the Parties, each Party may send one or more of its personnel, as identified in a Research Project Specification, as visiting scientists to work in the other Party's facilities under the direction of the Principal Investigator. The technical qualifications of each visiting scientist will meet the receiving Party's reasonable requirements. Each visiting scientist will remain an employee of the sending Party and will be treated as such in terms of salary, worker's compensation, taxes, employee benefits and obligations. Upon agreement of the Parties, the receiving Party at its expense will provide a computer workstation, computer network connection, and office facilities for each visiting scientist and the sending Party will pay all other costs incurred by the visiting scientist.

## 6. Intellectual Property

6.1 Research Project Participants. BioEnergy Alliance will only permit BioEnergy Alliance Personnel to work on the Research Project, except for approved CTV Personnel identified in a Research Project Specification. BioEnergy Alliance will ensure that all BioEnergy Alliance Personnel associated with the Research Project have been made fully aware of BioEnergy Alliance' obligations under this Agreement and the Research Project Specification. BioEnergy Alliance has in place or will obtain written agreements respecting ownership of patentable intellectual property with all BioEnergy Alliance Personnel associated with a Research Project sufficient to enable BioEnergy Alliance to meet BioEnergy Alliance obligations to CTV under this Agreement.

### 6.2. Confidential Information

#### 6.2.1 CTV Confidential Information.

6.2.1.1 CTV or CTV's Affiliates may from time to time disclose confidential information to BioEnergy Alliance and/or BioEnergy Alliance Personnel in connection with a Research Project. BioEnergy Alliance and BioEnergy Alliance Personnel will use such information only for a Research Project and will protect the information by using the same degree of care, but no less than a reasonable degree of care,

to prevent the unauthorized use, dissemination, or publication of the

information as BioEnergy Alliance and BioEnergy Alliance Personnel use to protect BioEnergy Alliance own confidential information of like nature.

6.2.1.2 BioEnergy Alliance' obligation (and the obligation of BioEnergy Alliance Personnel) to keep CTV's or CTV's Affiliates' information confidential will expire five years after the date the information was disclosed.

## 6.2.2 BioEnergy Alliance Confidential Information

6.2.2.1 BioEnergy Alliance may from time to time disclose confidential information to CTV and/or CTV Personnel in connection with a Research Project. CTV and CTV Personnel will use such information only for a Research Project and will protect the information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the information as CTV and CTV Personnel use to protect CTV own confidential information of like nature.

In connection with BioEnergy Alliance' Rights in Data and Publication, as further discussed below, CTV agrees to treat submitted copies of proposed publications as Confidential Information, subject to protection as stated above.

6.2.2.2 CTV's obligation (and the obligation of CTV Personnel) to keep BioEnergy Alliance' information confidential will expire five years after the date the information was disclosed.

## 6.2.3 Terms Applicable to Confidential Information of CTV and BioEnergy Alliance

6.2.3.1 The obligation to keep information of either Party confidential will only extend to confidential information that (a) is marked as confidential at the time of disclosure, (b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure and designated as confidential in a written memorandum within thirty (30) days of disclosure, summarizing the confidential information sufficiently for identification, or (c) is learned through visiting CTV's or CTV's Affiliates' or BioEnergy Alliance' site or accessing CTV's or CTV's Affiliates' or BioEnergy Alliance' internal electronic networks, whether or not such information is labeled or otherwise explicitly designated as confidential by CTV or CTV's Affiliates or BioEnergy Alliance.

6.2.3.2 CTV may communicate any confidential information received

under this Agreement to other CTV Affiliates, CTV divisions and to CTV subsidiaries that has a need to know to perform the purpose of this Agreement.

6.2.3.3 A recipient of either Party shall be relieved of any breach of confidentiality obligations for any information that is (a) in the public domain at the time of disclosure, (b) known by the recipient prior to disclosure, (c) is independently developed by the recipient without use of the confidential information, (d) rightfully received from a third party without obligation of confidentiality to the other Party, or (e) the subject of any order of a court of competent jurisdiction that requires disclosure, but only to the extent that is legally required to comply with such court's order, or (f) is required by law to be disclosed.

6.2.3.4 In furnishing any information hereunder, the disclosing Party makes no warranty, guarantee, or representation; either expressed or implied, as to adequacy, accuracy, sufficiency or freedom from defects or that the use or reproduction of any information shall be free from any patent, trade secret, trademark or copyright infringement. The disclosing Party shall not be liable in damages of whatever kind nor for any costs, expenses, risks, or liabilities as a result of the other Party's receipt or use of, or reliance on, any such information furnished hereunder.

### 6.3 Rights in Data and Publication

6.3.1 BioEnergy Alliance shall have the right to publish and disseminate information derived from the Research Project.

BioEnergy Alliance shall furnish CTV with a copy of any proposed publication thirty (30) days in advance of the proposed publication date. CTV may request BioEnergy Alliance to delay publishing such proposed publication for a maximum of an additional sixty (60) days in order to protect the potential patentability of any inventions described therein. Such delay shall not, however, be imposed on the filing or publication of any student thesis dissertation. Failure to respond within sixty (60) days shall constitute de facto agreement of CTV that no delay in publication is necessary.

6.3.2 Each Party will acknowledge the contributions of the other in any publication, as scientifically and professionally appropriate.

### 6.4 Background IP

6.4.1 Prior to executing each Research Project Specification, BioEnergy Alliance will notify CTV of any Background IP that may be relevant to the Research Project that Relevant BioEnergy Alliance Personnel knows about. Relevant BioEnergy Alliance Personnel include the Principal Investigator and Personnel under his/her direction in the Research Project or in administrative matters relating to the Research Project. If at any time during a Research

Project, Relevant BioEnergy Alliance Personnel become aware of any such Background IP, BioEnergy Alliance will promptly notify CTV thereof.

6.4.2 To the extent consistent with any contractual obligations to third parties, BioEnergy Alliance, through the Office of Technology Commercialization for The Texas A&M University System, grants CTV a nonexclusive license for any such Background IP, owned or controlled or sub-licensable by BioEnergy Alliance, which is necessary to practice any Project IP.

6.4.3 BioEnergy Alliance shall not bring a cause of action against CTV or CTV's Affiliates for practicing Project IP that BioEnergy Alliance has either exclusively or nonexclusively licensed to CTV or CTV's Affiliates based upon BioEnergy Alliance Background IP that was either inadvertently or intentionally omitted from the notification required in Article 6.4.1.

## 6.5 Inventions and Software

6.5.1 Duty of Disclosure. Each Party will require its personnel who work on a Research Project promptly to disclose to that Party all Intellectual Property Invented by such personnel in the course of performing the Research Project.

6.5.2 Project Review Meetings. The Parties will conduct a project review meeting at the conclusion or termination of the Research Project, but in no event less often than twice a year annually. During the project review meeting the parties will prepare a summary list of all inventions and software arising from the Research Project and not considered in any previous project review meeting along with a list of the corresponding Inventors' names for each invention. Each item on the list will be identified as either Joint Intellectual Property or BioEnergy Alliance Intellectual Property or CTV Intellectual Property according to whether it was created jointly by CTV Personnel and BioEnergy Alliance Personnel or solely by BioEnergy Alliance or CTV personnel, respectively.

6.5.3 Ownership of Intellectual Property. Title and ownership to all Project IP (including but not limited to patents, copyrights, trademarks, confidential information and trade secrets on inventions shall reside in the Party or Parties whose employees Invented the Project IP. If the Project IP is Joint IP it shall be jointly owned by both Parties.

6.5.4 CTV or any of CTV's Affiliates and BioEnergy Alliance shall, at their sole discretion and expense, pursue legal protection for CTV and BioEnergy Alliance IP respectively, including, but not limited to, obtaining U.S. and foreign patents and copyrights. If a Party does not file for patent protection in any jurisdiction throughout the world and/or decides to abandon any rights granted in any jurisdiction throughout the world, that Party shall notify the other Party at least sixty (60) days prior to the expiration of any deadline related to such application and/or the maintenance of an issued patent. Upon notification, the other Party may, at its sole discretion and expense, agree to



pay for the filing for protection or paying for the maintenance fees in such jurisdiction(s). For jointly owned IP, CTV shall at its sole discretion and expense, pursue legal protection for Joint IP including, but not limited to, obtaining U.S. and foreign patents and copyrights. Should CTV decide not to file for patent protection in any jurisdiction throughout the world and/or decide to abandon any rights granted in any jurisdiction throughout the world, CTV shall notify BioEnergy Alliance at least sixty (60) days prior to expiration of any deadline related to such protection or pay maintenance fees in such jurisdiction(s). Upon notification, BioEnergy Alliance in its sole discretion and expense, file for protection or pay the maintenance fees in such jurisdiction.

## 6.6. Licensing

6.6.1 Nonexclusive License for CTV. Subject to BioEnergy Alliance's ability to maintain the tax-free bond status of any facility in which a Research Project Specification activity is conducted, BioEnergy Alliance agrees, through The Texas A&M University System Office of Technology Commercialization, to grant and does hereby grant a nonexclusive royalty-free license to make, have made, use, sell, offer for sale, have used, further develop and import such Project IP and products and technology derived from such Project IP and to extend such rights and license to others under a separate sublicense of the same scope. Prior to executing each Research Project Specification Order, the Parties will discuss whether the Research Project contemplated in that Research Project Specification Order will affect BioEnergy Alliance's ability to maintain the tax-free bond status of the facility in which the Parties plan to carry out the Project. To the extent CTV agrees that for each patent application filed, it desires to accept such nonexclusive royalty free license in writing, as a term and condition of such license, CTV agrees to reimburse BioEnergy Alliance and/or The Texas A&M University System for all fees and expenses attributable to filing, prosecuting, maintaining patent rights and/or copyright protection to Project IP. No such fees will be reimbursed without prior written approval by CTV. In the event of multiple licensees holding the above described license, the responsibility for reimbursement for said fees and expenses will be distributed equally among the additional licensees holding an active license.

6.6.2. Exclusive Licensing Option for CTV. BioEnergy Alliance hereby grants to CTV and CTV's Affiliates an option to obtain, through The Texas A&M University System Office of Technology Commercialization, an exclusive royalty-bearing, worldwide right and license to BioEnergy Alliance IP and Joint IP to make, have made, use, sell, offer for sale, have used, further develop and import under patent rights, and rights to reproduce, prepare derivative works, distribute copies, perform publicly or display publicly in the case of copyrighted work, to the extent such rights may lawfully be granted such Project IP and products and technology derived from such Project IP and to extend such rights and license to others under a separate sublicense of the same scope. CTV or CTV's Affiliates may exercise its option as to each invention or software that qualifies as BioEnergy Alliance IP or Joint IP by written notice to BioEnergy Alliance

within 12 months of the project review meeting at which the invention or software is identified as BioEnergy Alliance IP or Joint IP. Upon exercise of the option, the parties will initiate good faith negotiations regarding such license. These negotiations may not extend beyond 120 days from the option exercise date without the consent of both parties.

BioEnergy Alliance and The Texas A&M University System may reserve under this license an irrevocable, nonexclusive, royalty free right to make, have made, use, have used, further develop, and import the license to BioEnergy Alliance IP and Joint IP for research and educational purposes, and not for commercial purposes or the commercial benefit of third parties. Any license granted hereunder will include language providing for reimbursement of BioEnergy Alliance and/or The Texas A&M University Systems costs and expenses attributable to filing, prosecuting, maintaining patent rights and/or copyright protection.

6.6.3 The Parties will endeavor to identify a royalty range acceptable to both Parties for an exclusive license prior to executing a Research Project Specification. Such royalty shall be no less favorable than BioEnergy Alliance receives for other similar licenses from other similar entities and may be based on the following considerations as well as other considerations the Parties deem applicable at the time:

6.6.3.1 Time and Effort supplied by licensee, subsequent to licensing the developed technology

6.6.3.2 Amount of cost savings to licensee through use of the licensed technology,

6.6.3.3 Likelihood of commercializing the licensed technology,

6.6.3.4 Royalties for comparable technologies,

6.6.3.5 Royalties found by courts to be reasonable for comparable technologies,

6.6.3.6 Profit margin for comparable technologies, and

6.6.3.7 Background IP identified by BioEnergy Alliance.

6.7 Research Use of Project Results. Subject to Project IP, Both parties may use any and all Project Results, free of charge, for their own internal use, internal research, testing and teaching purposes. Subject to other terms of this Agreement, neither Party will grant any future license to any third party that would conflict with any such use.

6.8 Non-protected Project Results. Either Party may as it desires exploit any Project Results that are not protected by any patent, copyright or other legally enforceable intellectual property right, provided that neither Party will disclose or exploit the other's confidential information without permission, in writing, from the other Party.

- 6.9 Technology Transfer. Pursuant to terms of license contemplated in this Agreement, BioEnergy Alliance will transfer the technology of Research Projects to CTV or CTV's Affiliates and will provide reasonable support by BioEnergy Alliance Relevant Personnel to CTV or CTV's Affiliates at CTV's or CTV's Affiliates' sole expense as needed and as BioEnergy Alliance Relevant Personnel are available and can reasonably supply such support to ensure the success of the technology transfer so that CTV or CTV's Affiliates can protect the intellectual property rights of such technology and can use the results of the Research Project in CTV's or CTV's Affiliates' business, in accordance with the terms of this agreement and as modified by any subsequent License Agreement pursuant to the terms set forth in this Section 6.
- 6.10 BioEnergy Alliance agrees to administer and distribute to CTV, 50% of the net royalty income from Project IP that it receives from the Office of Technology Commercialization for The Texas A&M University System, as set forth in the policies and regulations of The Texas A&M University System and as may be updated from time to time. The royalty income subject to distribution hereunder shall be that income derived from licenses granted by The Texas A&M University System to third parties to Project IP. The parties agree that this obligation shall terminate when CTV receives an amount equal to 200% of all funding provided by CTV under this Agreement and any Research Project Specification Orders executed as part of this Agreement.

## 7. Notices

- 7.1 Any notice given under this Agreement will be in writing, will reference this Agreement, and will be deemed to have been given
- when personally delivered,
  - when sent by confirmed facsimile,
  - five days after having been sent by mail with return receipt requested, or
  - one day after deposit with an overnight courier that provides verification of receipt.
- 7.2 All communications regarding the technical and programmatic aspects of each Research Projects Specification shall be between CTV and BioEnergy Alliance researchers identified in each such Research Projects Specification.
- 7.3 Communications and correspondence regarding the fiscal and administrative aspects of this Agreement, or any Research Projects Specification shall be between the Parties' designated officials:

If to CTV:

Sharon Dieringer  
Contracts Coordinator  
Chevron Technology Ventures LLC  
3901 Briarpark Drive  
Houston, Texas  
77042

If to the BioEnergy Alliance:

TEES Contracting Officer  
Office of Sponsored Research  
3000 TAMU  
College Station, TX 77845-3000

## 8. Exclusion of Liability

8.1 Exclusion of Liability. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT, BIOENERGY ALLIANCE AND CTV AND CTV'S AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, REGARDING THEIR PERFORMANCE UNDER THIS AGREEMENT OR ANY RESEARCH PROJECT SPECIFICATION, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROJECT RESULTS, EACH PARTY ALSO DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT PROJECT RESULTS ARE FREE FROM THIRD PARTY RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS).

## 9. Term and Termination

9.1 This Agreement begins on the Effective Date.

9.2 At any time CTV may terminate this Agreement without penalty by a written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. To the extent the Research Project is active as of the termination date that Research Project will automatically terminate on that date, and the settlement of costs will be governed by Paragraph 3.3.

9.3 If one of the parties breaches any of its obligations under this Agreement or the Research Project Specification and such breach has, or is likely to have, a material effect on the other Party; the other Party may give written notice to the breaching Party calling upon it to comply with its obligations within a specified term of not less than thirty days. If at the expiration of this term the breaching Party has not cured its breach, the other Party shall have the right to immediately terminate this Agreement or any Research Project Specification in writing specifying a termination date not less than thirty days from receipt of this notice of Termination. Termination of this Agreement for breach will also result in the simultaneous termination of any active Research Projects. The settlement of costs for the termination of any Research

Projects will be governed by Paragraph 3.3.

9.4 The provisions of Paragraph 3.2, 3.3 Article 6, Article 8 and Article 10 will survive the expiration or termination of this Agreement. If the Research Project remains active past the expiration or termination of this Agreement, the terms of this Agreement will remain in effect as to that Research Project until completion thereof and satisfaction of the various rights and obligations in Article 6.

10. Miscellaneous Clauses

10.1 Export Laws. Each Party will adhere to all applicable laws, regulations and rules relating to the export of technical data including "deemed exports," and will not export or re-export any technical data, the direct product of such technical data, or any products received from the other Party, to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized. Deemed export means any release of technology to a foreign national within the United States, technology is released for export when it is available to foreign nationals for visual inspection, when technology is exchanged orally or when technology is made available by practice or application under the guidance of persons with knowledge of the technology. The obligations of this section shall survive any expiration or termination of this Agreement.

10.2 Relationship of the Parties. The parties are independent contractors. Nothing in this Agreement will constitute the parties as entering into a partnership, joint venture, or agency relationship.

10.3 Entire Agreement. This Agreement is the entire understanding between CTV and the BioEnergy Alliance. No modification, alteration or amendment will be effective unless in writing and signed by both parties.

10.4 No Assignment. Neither Party may assign its rights or obligations unless the other Party gives written consent. Any attempted assignment without such consent will be voidable at the option of the non-assigning Party. Notwithstanding this provision, CTV may assign to an Affiliate or to a successor in interest to substantially all the business to which this Agreement pertains without receiving written consent of BioEnergy Alliance.

10.5 Publicity. Each Party agrees not to authorize or commission the publication of any promotional materials containing any reference to the other Party without the prior written approval of the other Party; provided however that, BioEnergy Alliance may include CTV's name and Research Project title in published listings of research sponsors. The provisions of this Section shall survive termination of this Agreement.

11. Independent Research

Nothing in this Agreement or in any of the Research Project Specifications shall in any way restrict or impair the right of any Party to conduct its own research, either independently or in conjunction with others, even though such research may parallel or overlap research conducted as part of any Research Project Specification.

SIGNATURES:

**BioEnergy Alliance**

The Texas Engineering  
Experiment Station (TEES)

By Glenn W. Mathews  
Glenn W. Mathews

Title: TEES Contracting Officer

Date: April 9, 2007

The Texas Agricultural  
Experiment Station (TAES)

By Elsa Murano  
Elsa Murano

Title: Director, TAES

Date: 4-10-07

**Chevron Technology Ventures,  
a division of Chevron U.S.A. Inc.**

By Donald Huff

Title VP & CTO

Date 04/25/2007

**EXHIBIT 1**

\_\_\_\_\_  
**And**  
**Chevron Technology Ventures**

**Research Project Specification Order**

Pursuant to the Agreement between Chevron Technology Ventures and \_\_\_\_\_ (\_\_\_\_\_) dated \_\_\_\_\_, \_\_\_\_\_ will use reasonable best efforts to undertake the research project as defined in this specification order, as follows:

1. Work to be performed shall be in accordance with the scope of work attached, which will include at least:
  - a. A detailed description of the work to be performed
  - b. A list of personnel (excluding students) that will work on the project
  - c. Specific project milestones
  - d. Processes and equipment that will be used including the cost of such equipment
  - e. Potential commercial applications
  - f. Research Project Budget including the funding amounts required and the date they are to be provided.
  - g. \_\_\_\_\_ Representations regarding all Background Technology required for performing the Project including any field of use limitations and applicable third party rights.
2. The total estimated cost and not-to-exceed amount for this Research Project Specification order are \_\_\_\_\_ and \_\_\_\_\_.
3. The period of performance is \_\_\_\_\_ through \_\_\_\_\_.
4. Written Progress Reports are due as follows. \_
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
5. Written Progress Reports shall contain the following.
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
6. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates.
7. Pursuant to Section 3.1 of the Agreement, the parties have identified

\_\_\_\_\_ as the Party responsible for maintenance, damage and loss to CTV equipment, if any, is used for the Research Project.

8. The Parties will include initial terms of any potential exclusive licensing arrangements that may be discernable at the time the Project Research Specification Order is negotiated including but not limited to a range of royalty that would be required to exercise CTV's or CTV's Affiliates' exclusive license option as required in Article 6 of the Agreement.

9. Pursuant to Section 6.6.1, does the Research Project as defined in this Research Project Specification Order adversely affect BioEnergy Alliance's ability to maintain the tax-free bond status of the facility in which the Parties plan to carry out the Project? If the Research Project defined herein adversely affects BioEnergy Alliance's ability to maintain its tax-free bond status, is there an alternative facility or location that would not adversely affect BioEnergy Alliance's ability to maintain the tax-free bond status?

10. Pursuant to the Section 6.6.3 of the Agreement, the parties hereby agree that for an exclusive license applicable to this Research Project Specification the royalty range described in Section 6.6.3 of the Agreement shall be \_\_\_\_\_ to \_\_\_\_\_.

11. Pursuant to the Section 7.2 of the Agreement, all communications regarding the technical and programmatic aspects of this Research Project Specification shall be between CTV and \_\_\_\_\_ researchers identified below:

If to CTV:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Terms and conditions of the Agreement apply.

Acknowledged and Accepted:

\_\_\_\_\_

Chevron Technology Ventures,  
a division of Chevron U.S.A. Inc.

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**TASK ORDER NO. 2**

**To RESEARCH AGREEMENT  
Between  
Texas Engineering Experiment Station  
And  
Chevron Technology Ventures**

**Research Project Specification Order**

Pursuant to the Agreement between Chevron Technology Ventures and Texas Engineering Experiment Station (TEES) dated April 9, 2007, TEES will use reasonable best efforts to undertake the research project as defined in this specification order, as follows:

1. Work to be performed shall be in accordance with the scope of work attached hereto as Appendix A, which will include at least:
  - a. A detailed description of the work to be performed
  - b. A list of personnel (excluding students) that will work on the project
2. The fixed price amount for this Research Project Specification order is \$12,671.00. Payment shall be made to TEES upon execution of this agreement and receipt of invoice.
3. The period of performance is April 15, 2010 through May 31, 2010.
4. TEES is the Party responsible for maintenance, damage and loss to CTV equipment, if any, is used for the Research Project.
5. Dr. Ghassemi's presentation will not contain any confidential or proprietary information and CTV may use this information for any purpose.
6. This Research Specification Order does not create any obligation for further collaboration between CTV and TEES.
7. CTV considers the fact that CTV is interested in this topic and is learning more about this topic from TEES and Dr. Ghassemi as confidential.
8. Pursuant to the Section 7.2 of the Agreement, all communications regarding the technical and programmatic aspects of this Research Project Specification shall be between CTV and TEES researchers identified below:

If to CTV:

Pamela S. Pearson  
Chevron Technology Ventures  
3901 Briarpark Drive  
Houston, TX 77042-5301

Phone (713) 954-6362

E-Mail: pampearson@chevron.com

If to TEES:

Ahmad Ghassemi  
Department of Petroleum Engineering  
3116 TAMU  
College Station, TX 77843-3116  
Phone (979) 845-2206  
E-Mail: ahmad.ghassemi@pe.tamu.edu

Terms and conditions of the Agreement apply.

Acknowledged and Accepted:

Texas Engineering Experiment Station

Chevron Technology Ventures,  
a division of Chevron U.S.A. Inc.

By *Said Alkhatib*  
Title TEES Contracting Officer  
Date 4/28/2010

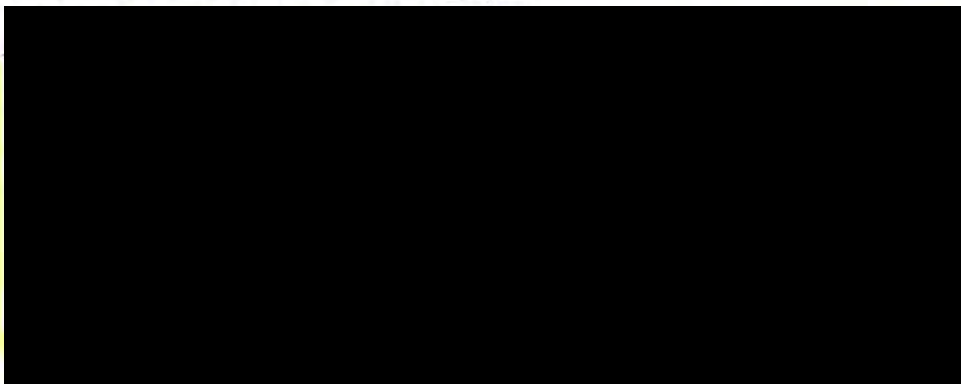
By *Jerry Jonko*  
Title VICE PRESIDENT  
Date 4/29/10

## APPENDIX A

**Scope of Work for Professor Ahmad Ghassemi, Texas Engineering Experiment Station**  
**Summary:** Work requirements are attendance of a one-day meeting in Chevron's office in Houston, and 1-3 days of preparation and follow-up, not to exceed at total of four days. Reasonable travel expenses to and from Houston will be paid, subject to approval.

### Description:

- 1) Prepare a 45 minute presentation on the following topic: [REDACTED] and present it at Chevron's offices in Houston, to a small audience of technical professionals.
- 2) Participate in a team discussion on the following topics:



## Institutional Biosafety Committee Registration Document

Research involving any of the agents listed below must be approved by the Texas A&M University Institutional Biosafety Committee (IBC) prior to initiation:

- Pathogens and potential pathogens of humans, animals or plants;
- Materials potentially containing human pathogens (including human blood, tissue, and cell lines; non-human primate blood, tissue, and cell lines);
- Recombinant DNA (and RNA) including creation or use of transgenic plants and animals.
- Select agents and toxins (see <http://www.cdc.gov/od/sap/docs/salist.pdf>) including strains and amounts exempted from the select agent regulations.
- Any material requiring a CDC import license or a USDA permit

The Principal Investigator (PI) is responsible for completing all appropriate parts of this registration document and for notifying the IBC when information submitted in this document changes, such as personnel, laboratory location, procedures, funding, etc. If such changes occur, the PI will be required to fill out an Amendment Form (located online).

Protocols are currently approved for the duration of three (3) year with annual renewals and laboratory inspections.

**Only typed forms will be accepted.** For your convenience, each required form is fillable online. Only the most current forms will be accepted and reviewed; therefore we ask that you access our website for all submissions. The application must be completed, signed by all appropriate personnel, and submitted to the IBC at MS 1186 through the Office of Research Compliance, **prior** to initiation of research. At the time of submission, you are asked to also submit all grant proposals pertaining to your research. Failure to provide all information requested, including requested signatures, will lead to a delay in processing your request. If further instructions are necessary, please contact the IBC at [IBC@vprmail.tamu.edu](mailto:IBC@vprmail.tamu.edu) or call (979) 458-3624.

Routing # \_\_\_\_\_  
AUP # \_\_\_\_\_  
IRB # \_\_\_\_\_

FOR INTERNAL USE ONLY  
IBC # \_\_\_\_\_

## APPLICATION for IBC PERMIT

### Checklist and Table of Contents for Institutional Biosafety Protocols

The following is a table of contents of the items included in an application for IBC permit. In order for research to be approved, you must provide all applicable sections to the IBC, and a copy of the grant proposal. **Please check and attach all items that apply to your research.**

Part I, II, and IV are required and must be completed then submitted. Parts III and V should be completed and submitted as applicable. **Only typed applications will be processed for review.** You need not submit blank or not-applicable pages to the IBC.

Please send completed Applications for IBC Permits to VPR – Office of Research Compliance, MS 1186. The office may be contacted at (979) 458-3624 or by email at [IBC@vprmail.tamu.edu](mailto:IBC@vprmail.tamu.edu).

Your protocol will be delayed if it is missing any required information. **Please allow sufficient time for processing of your application. It may take 30-60 days to obtain IBC approval.**

- Part I: Application for IBC Permit (required for all applications)
- Part II: Agent Information (required for all applications)
- Part III: Viral Vectors
- Part IV: Personnel Information (required of BSL 2 and above laboratories)
- Part V: Select Agent Plan Review Form
- Grant Proposal (required for all applications)
- Biosafety Manual (required for all BSL3 research)

**Part I**  
**Application for IBC Permit**

**1. Principal Investigator Information**

Last Name: Mirkov First Name: Theodore Erik

Department: PLPM/Weslaco College: AgriLife Research

Campus Mail Stop: na

Office location: Building number A431 Room number 216

Address Weslaco TX 78596  
City State Zip

Phone: 956 969 5628 956 969 5619 956 373 2012  
Office Laboratory Emergency/after hours

Fax: 956 969 5620 Email: e-mirkov@tamu.edu

## 2. Investigator Assurance

- I attest that the information contained in this registration is accurate and complete.
- I agree to comply with all Texas A&M University IBC requirements regarding research involving biohazardous and / or recombinant materials.
- I agree not to initiate any research subject to IBC approval unless I have received such approval.
- I agree to notify the IBC via the BSO immediately of incidents involving biohazardous and / or recombinant agents
- I have read and agree to comply with the *NIH Guidelines for Research Involving Recombinant DNA (NIH Guidelines)*. I acknowledge my responsibility for the conduct of this research in accordance with Section IV-B-7 of the *NIH Guidelines*.
- I have the knowledge and training required to safely handle the materials described.
- I agree to train all of my laboratory personnel according to the BSL of the laboratory.
- Entry doors to the laboratory will be closed and locked when the laboratory is unattended.
- I agree to provide all personnel working in the laboratory notification, information and training on the hazards, laboratory security and emergency policies and procedures associated with working in my laboratory. **I agree to inform all personnel working in the laboratory that potentially all microorganisms can be pathogens under certain conditions. When necessary, work procedures and protocols are in place to prevent aerosols and exposure to microorganisms. All personnel are provided training in sterile technique, the use of automatic pipettors and the proper disposal of biohazardous materials. All personnel are advised that if they are in an immunocompromised/ immunosuppressed condition that they are at risk for infection from the general environment and susceptible to infections that would normally not be a problem for an immunocompetent individual. All personnel are further advised that working in a laboratory that conducts experiments using live microorganisms could increase their risk of infection and be hazardous to their health.**

\_\_\_\_\_  
Signature of Principal Investigator

\_\_\_\_\_  
Date

T. Erik Mirkov  
Typed/Printed Name

\_\_\_\_\_  
Signature of Principal Investigator Supervisor

\_\_\_\_\_  
Date

J. M. Gouold  
Typed/Printed Name



### 3. Protocol Information

#### A. Funding Source (Please check all that apply)

NIH     NSF     DOD     USDA     Other: Southern Gardens, LLC, Chevron Technology Ventures, Growers Research Group, LLC., Texas Department of Ag, ZC funds, Texas Citrus Producers Board, Rio Grande Valley Sugar Growers, HATCH 83863

#### B. Routing Agency

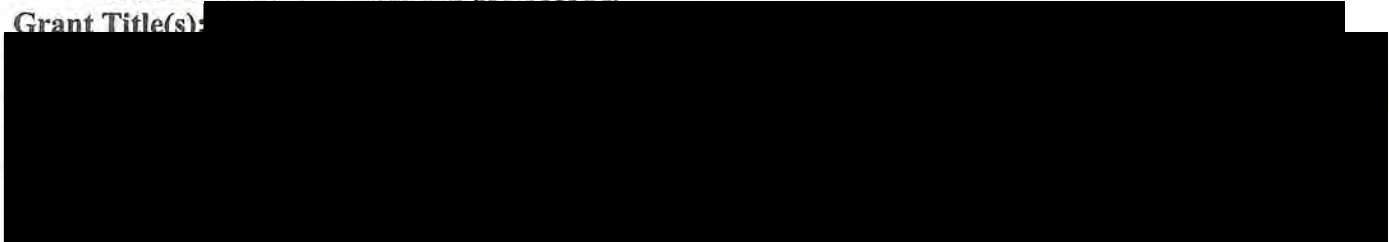
TAMU     Research Foundation     TEES     TAES (Agrilife)     Other: \_\_\_\_\_

#### C. Grant Proposal

Please include a copy of all grants associated with this IBC Permit. The submission should include all sections of the grant that contain information pertaining to the research. (Budget information is not required.)

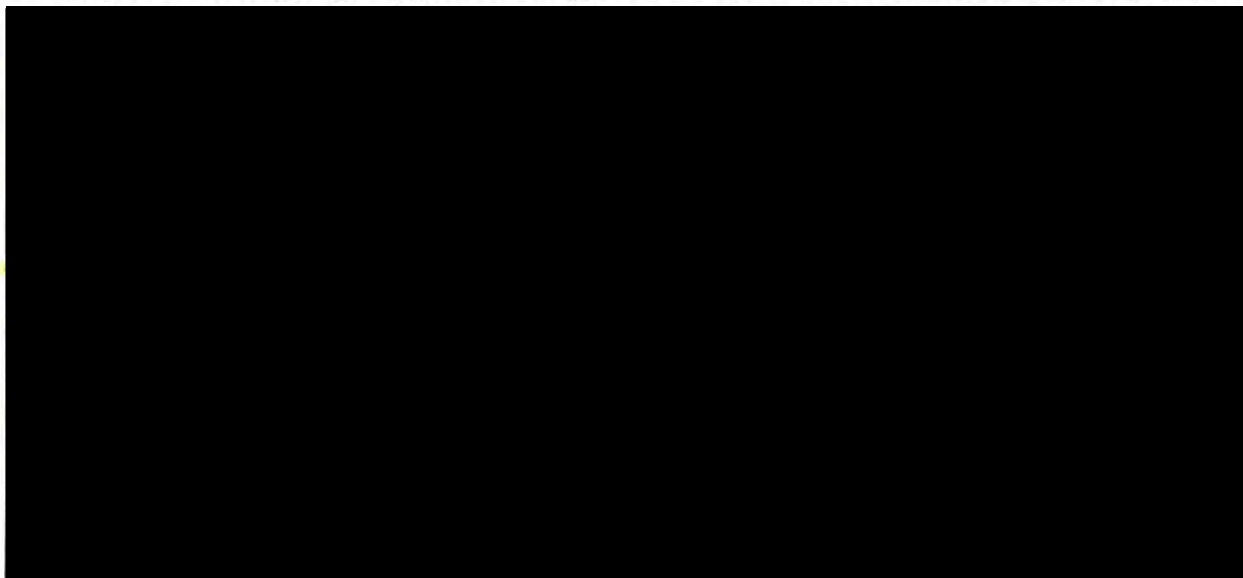
Grant PI if different from this protocol PI:

Grant Title(s):



**D. Lay description of the project.**

In terms understandable to a non-scientist please provide, in the space below, a brief summary of this project describing its goal(s), methodology, and use of biohazardous or recombinant material.



A large empty rectangular box with a thin black border, intended for the user to provide a lay description of the project as requested in the text above.

**E. Technical description of the project.**

Attach a technical summary of your project. Provide information detailed enough so that IBC members can perform a risk assessment of your protocol. Include the following information:

- Procedures, practices, and manipulations involving biohazardous or recombinant agents (e.g. cloning of genes in *E. coli* for sequencing; creation of transgenic mice by means of lentiviral vectors; isolation of bacteria from sewage – may include human pathogens).
- Identify all manipulations that may increase risk to personnel or the environment; describe how these risks will be mitigated (e.g. all manipulations involving agents listed in this protocol will be conducted in a biosafety cabinet; transgenic plants will be grown in locked growth chambers and will not be allowed to flower)
- Briefly describe your experience with the manipulations described in this section (e.g. I have use identical methodology to generate transgenic mice over 100 times in the last 10 years; I have never used this method to isolate proteins from pathogenic bacterial before, however Dr. Smith, who developed this method 7 years ago, has agreed to assist me for the first 3 runs.)
- Decontamination and waste disposal methods

**F. Agent use and storage locations.**

Enter building name and room number. Pick campus, room use, current biosafety level and shared lab status from the drop down menu. If laboratory is shared, please indicate the Principal Investigator

Location ID	Campus	Building Number	Room Number	Room Use (Storage/Use)	Current Biosafety Level	Shared Lab?
1	Weslaco	A431	103	Laboratory	BSL1	Yes-Mirkov
Weslaco	Weslaco	A431	105	Laboratory	BSL1	Yes-Mirkov
3	Weslaco	A431	109	Laboratory	BSL1	Yes-Mirkov
4	Weslaco	A431	405	Plant Growth Room	BSL1-P	Shared growth room
5	Weslaco	A431	422	Plant Growth Room	BSL1-P	Shared growth room
6	Weslaco	A466	Greenhouse #1	Greenhouse	BSL1-P	No
7	Weslaco	A471	Greenhouse #6	Greenhouse	BSL1-P	No

**G. Protocol Subjects. Does this protocol involve:**

Yes No

- Humans Subjects? If Yes, enter the Institutional Review Board (IRB) approval date \_\_\_\_\_ and ID: \_\_\_\_\_
- Live vertebrate animals? If Yes, enter the Institutional Animal Care and Use Committee (IACUC) approval date \_\_\_\_\_ and ID: \_\_\_\_\_
- Live invertebrate animals? (i.e. Drosophila)
- Plants?

**H. Agent Characteristics. Does this protocol involve the use or storage of:**

Yes No

- Agents potentially affecting humans?
- Agents potentially affecting animals?
- Agents potentially affecting plants?
- Materials potentially containing human pathogens (including human cell lines, human blood, unfixed human tissue)?
- Biological Toxins?
- Select Agents and Toxins (including exempt strains and exempt quantities of toxins)?
- Any material requiring a CDC or USDA permit?

**If you answered yes to any of the above questions, enter the agent name(s) and information into Table A of Part II.**

**I. Recombinant DNA. Does this protocol involve:**

Yes No

- X  The use, but not creation, of recombinant agents?
- X  Cloning in bacteria or yeast non-pathogenic to humans, plants, or animals?
- X  Cloning in bacteria or yeast potentially pathogenic to humans, plants, or animals?
- X Use of viral vectors?
- X The creation of transgenic animals?
- X The creation of transgenic plants?
- X The use of transgenic animals or plants (excluding the use of commercially obtained transgenic rodents kept at BL-1)?

If you answered "No" to all of the above questions, skip to question M below.

If you answered "Yes" to any of the above questions you must enter information into Tables A and B of Part II, then continue with question J:

- o Enter host (target) name (e.g. *Mus musculus*) and information into Table A of Part II;
- o Enter vector, if used, name (e.g. adeno-associated virus (AAV)) and information into Table A of Part II;
- o Enter information regarding the cloned DNA insert (e.g. insulin) into Table B (Part II).

**J. Viral Vectors Characteristics.**

If viral vectors are use, complete a separate Part III for each.

**K. Insert Characteristics**

Please answer the following questions regarding the inserts listed in Part II.

Yes No

- X From a Risk Group 2 Agent?
- X From a Risk Group 3 or 4 Agent?
- X  From a animal or plant pathogen not effecting humans?

- X From a Select Agent or coding for a Select Toxin?
- X Encodes for a known or suspected oncogene gene?
- X Encodes for a toxin molecule (whole or partial)? If yes please describe the LD50 of the toxin and whether the insert will code for an active toxin. \_\_\_\_\_
- X  Will antibiotic resistance be transferred to microorganisms? If yes:
  - Describe what antibiotic resistance genes will be transferred to which agents (microorganism?). E. coli, K12, and non K-12: Amp, Kan, Tet, Chlr
  - Agrobacterium: Amp, Kan, Tet
  - Explain why this action would not fall under Section III-A-1-a of the NIH Guidelines. Include relevant references. These microorganisms do not infect humans

**L. Which Sections of the NIH Guidelines does research described in this protocol fall (pick all that apply for each agent):**

Table A ID	Agent Genus, species	Strain	BL/ABSL/BL-P (pick)	Sections of the NIH Guidelines that covers experiments (pick all that apply)
A-1	E. coli	K-12, DH5 alpha	BL1	III-F-6, -, -
A-2	E. coli	Non-K-12, BL231, Top10, Stabl2	BL1	III-F-6, -, -
A-3	Agrobacterium tumefaciens	EHA105 EHA101 C58C1 LBA4404 AGL1	BL1	III-E-2-a, -, -
A-4-11	Plant viruses and bacteria		BL1	III-E-2-a, -, -
A-12-15	Transgenic plants		BL1P	III-E-2-a, -, -
A-16	Potato psyllid ( <i>Bactericera cockerelli</i> )		BL1	III-D-5, -, -

**Rules pertaining to Sections III-A, III-B, III-C, III-D, III-E, and III-F of the *NIH Guidelines* can be found at:**

**[http://www4.od.nih.gov/oba/rac/guidelines\\_02/NIH\\_Guidelines\\_Apr\\_02.htm#\\_Toc7261559](http://www4.od.nih.gov/oba/rac/guidelines_02/NIH_Guidelines_Apr_02.htm#_Toc7261559)**

**For assistance, contact Texas A&M University's Office of Biosafety at: [biosafety@tamu.edu](mailto:biosafety@tamu.edu)**

## M. Risk Assessment

Yes No

- X Will any experimental procedures result in acquisition of new characteristics such as enhanced virulence, infectivity, or change in host range?
- X  Will any procedures with the agent be conducted outside of a biological safety cabinet?
- X  Will any of the agents be transported outside of the laboratory?
- X Will more than 1 liter of agent be generated at any one time?
- X Will any of the agents be administered to animals? If yes please describe the experiment in detail (e.g. animal species, how is the agent given, how long will the animal be followed.)
- X  Does this project involve the environmental release of genetically engineered material?
- X Does this project involve the environmental release of pathogenic or potentially pathogenic material (other than recombinant agents)?
- X Will human tissue or cells be transplanted into animals?
- X Will animal tissue or cells be transplanted into a different species of animal?
- X Do any of the agents you intend to work with require pre-project serum samples, immunization, medical monitoring, and/or health surveillance?
- X Will the deliberate aerosolization of any agent occur?

**If you answered "Yes" to any of the above questions, please explain in the space provided on the following page.**



### **Risk Assessment Explanation**

1. All procedures with agents and inserts we propose do not cause disease to humans or animals, and have no risk to personnel.
2. The recombinant bacteria that have potential risk to the environment will be grow in glass and plastic containers. These containers will be autoclaved after each use based on NIH Biohazards Guidelines. The waste of the recombinant bacteria will be autoclaved based on NIH Biohazards Guidelines before disposal.
3. The transgenic plants will be grown in growth chambers and locked greenhouses.
4. Appropriate USDA BRS permits are in place for field trials of transgenic plants

**N. Medical Risks**

Describe health risks associated with the use of all pathogens used in your laboratory and list the symptoms/disease that may occur.

Agent ID	Health risks/symptoms/disease/target organ(s)
A-1	It should not cause disease in healthy adult humans and of minimal potential hazard to laboratory personnel and the environment.
A-2	It should not cause disease in healthy adult humans and of minimal potential hazard to laboratory personnel and the environment.
A-3	It should not cause disease in healthy adult humans and of minimal potential hazard to laboratory personnel and the environment.
A-4 to A-16	It should not cause disease in healthy adult humans and of minimal potential hazard to laboratory personnel and the environment.
A-5	

**O. Medical Treatment**

What are the treatment options/plans available in case of a potential exposure to pathogens?

Both E. coli K-12, and listed non-K12 strains, and Agrobacterium have very rarely if ever been directly implicated in causing disease. We will refer personnel to a doctor in case of a potential exposure to pathogens.

**P. Exposure Control**

Indicate the personnel protective equipment you will use. Please check the applicable boxes.

- |   |  |  |  |
|---|--|--|--|
| <input type="checkbox"/> Face Mask            | <input checked="" type="checkbox"/> Gloves | <input type="checkbox"/> Shoe Covers       | <input type="checkbox"/> Head covers   |
| <input type="checkbox"/> Boots/Crocs          | <input type="checkbox"/> N 95 (HEPA)*      | <input type="checkbox"/> Eye protection    | <input type="checkbox"/> Double gloves |
| <input checked="" type="checkbox"/> Lab coats | <input type="checkbox"/> Face shield       | <input type="checkbox"/> Disposable outers | <input type="checkbox"/> P100 (HEPA)*  |
| <input type="checkbox"/> PAPR (HEPA)*         |  |  |  |
| <input type="checkbox"/> Other (Specify:)     |  |  |  |

**\*Please contact Environmental Health and Safety at (979) 845-2132 or by email at [ehsd@tamu.edu](mailto:ehsd@tamu.edu) to obtain required Fit Testing, Pulmonary Function Testing, and/or Respiratory Training.**

**Q. Biological Safety Cabinet**

Indicate the type of Biological Safety Cabinet(s) (BSC) you intend to use. Please check the applicable boxes and enter the location IDs:

Class II A (recirculating)

Location ID Rm 103

Class II B1 (70% exhausted – ducted outside)

Location ID \_\_\_\_\_

Class II B2 (100% exhausted – ducted outside)

Location ID \_\_\_\_\_

None

Other (Specify:)

Is the biological safety cabinet(s) certified annually?

No.

Yes. Provide date(s) of most recent certification.

## 4. Disposal/Decontamination of Laboratory Facilities

The following materials must be sterilized, decontaminated or inactivated before disposal:

All materials containing infectious agents (including materials potentially exposed to infectious agents, for example gloves)

**As per NIH Guidelines:** All materials containing recombinant DNA (or items potentially exposed to recombinant DNA, such as pipette tips, tubes, gloves). This includes any recombinant DNA containing cell cultures, microorganisms, plants, animals (vertebrate, invertebrate, protists)

All biological toxins (or materials potentially exposed to biological toxins)

Human blood or other potentially infected body fluids

Decontamination or inactivation procedures must also be in place for working surfaces (benchtops) and equipment that may become contaminated with infectious agents, recombinant DNA or biological toxins.

### A. Materials Sterilization/Decontamination/Disposal Methods.

Indicate the methods and laboratory procedures that are in place for decontamination and disposal of contaminated waste.

- See section 3.1 below for suggested autoclave temperature and exposure times.
- If using chemical disinfection: (i) indicate final concentration of disinfectant & contact time required to achieve decontamination. Please refer to BMBL (5<sup>th</sup> edition), Appendix B. (Available at IBC website: <http://researchcompliance.tamu.edu/ibc/ibcrevapp>.)
- If using incineration please indicate the facility to be used.

Type of waste	Potential hazard	Decontamination/sterilization/ disposal procedures
Liquids	None	Autoclave
Solids	None	Autoclave
Glassware	None	Autoclave
Animals	N/A	N/A

**B. Surface/equipment decontamination:**

Indicate the methods/laboratory procedures that are in place for decontamination of work surfaces and equipment. Please refer to BMBL (5<sup>th</sup> edition), Appendix B. (Available at IBC website: <http://researchcompliance.tamu.edu/ibc/ibcrevapp>.)

We use 70% ethanol and 10% bleach, prepared fresh.

**C. Disposal, Autoclave Testing, Autoclave Efficacy and Recordkeeping:**

- o Suggested temperatures and exposure times for autoclaving from NIH Biohazards Guidelines are:

<i>Liquids</i>	<i>121°C (250°F) 1 hour, (each gallon)</i>
<i>Laundry</i>	<i>121°C (250°F) 30 minutes</i>
<i>Trash</i>	<i>121°C (250°F) 1 hour</i>
<i>Glassware</i>	<i>121°C (250°F) or 160°C (320°F) 1 hour to 4 hours (dry heat)</i>

- 1. Please provide assurance that you will use the guidelines listed above or provide scientific rationale for using an alternate method.

I give assurance that the method indicated above will be used.

Other (Please attach explanation and include scientific rationale for the use of alternate conditions, i.e.: time, temperature, etc.)

- 2. Autoclaves should be tested before being placed into service and then periodically for effectiveness.

- a.  The autoclave is departmentally operated

Contact name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Building Location: Building No.: \_\_\_\_\_ /Room No.: \_\_\_\_\_

- i. Indicate testing frequency:

Minimum - 1 time per week (BL3)

Minimum - 1 time every other week (BL2)

Minimum - 1 time per month (BL1)

- b.X The autoclaves are individually operated (supervised by Principal Investigator)  
Building Location: Building No.: A431 Room No.: 103 and 109  
i. Indicate testing frequency:

- Minimum - 1 time per week (BL3)  
 Minimum - 1 time every other week (BL2)  
 Minimum - 1 time per month (BL1)

3. A commercially available test indicator kit that uses bacterial spores (*Bacillus stearothermophilus*) is the **required** method of testing autoclave efficiency.

X I give assurance that the method indicated above will be used.

4. The IBC requires that the treatment of each load of Biohazardous waste be documented on an autoclave waste treatment record. The record should contain the date of treatment, the amount of waste treated, the method/conditions of treatment, and the printed name and initials of the person performing the treatment. If provided for, charts or printout strips should be kept with the record as documentation. Additionally, documentation of the date and results of all verification tests using biological indicators is required.

X I give assurance that the method indicated above will be used.

- Contact the Office of Biosafety at (979) 485-0683 or by email at [biosafety@tamu.edu](mailto:biosafety@tamu.edu) for more information on disposal of hazardous materials or instructions regarding **Select Agent** disposal.

W/hold + release 27  
clipped pages in accordance  
w/ ORL 2010-15819



**EXHIBIT 1**

(Identification and Enhancement of Texas [REDACTED])

**Texas Agricultural Experiment Station  
And  
Texas Engineering Experiment Station  
(together hereinafter "BioEnergy Alliance")  
And  
Chevron Technology Ventures, a division of Chevron U.S.A. Inc  
(hereinafter "CTV")**

**Research Project Specification Order #1**

Pursuant to the Agreement between Chevron Technology Ventures, a division of Chevron U.S.A. Inc, and BioEnergy Alliance dated April 9, 2007, BioEnergy Alliance, will undertake the research project as defined in this specification order, as follows:

1. Work to be performed shall be in accordance with the scope of work attached, which will include at least:
  - a. A detailed description of the work to be performed
  - b. A list of personnel that will work on the project
  - c. Specific project milestones
  - d. Processes and equipment that will be used including the cost of such equipment
  - e. Potential commercial applications
  - f. Research Project Budget including the funding amounts required and the date they are to be provided.
  - g. BioEnergy Alliance Representations regarding all Background Technology required for performing the Project including any field of use limitations and applicable third party rights.
  
2. The Project is subdivided into five separate Technical Plans. The total estimated cost and not-to-exceed amount for this Research Project Specification order is \$ 5,220,285. The total cost is assigned to each of five Technical Plans as per following schedule:
  - a. **Technical Plan Part A: [REDACTED] Testing and Development**
    - i. Total estimated cost and not-to-exceed amount is \$ 2,574,016.
    - ii. The period of performance is October 1, 2007 through April 01, 2011.
    - iii. Written Progress Reports are due as follows.  
Once Every Quarter - First Report Due January 31, 2008
    - iv. Written Progress Reports shall contain the following.
      1. Update on ongoing activities and results within last 3 months
      2. Project Timeline must include outline of milestones and deliverables for duration of project. (This should be in a simple

withhold [REDACTED] sections + pages  
Tex Gov't Code, 552.101 with  
Tex. Educ. Code 51.914 (1)(2)

format).

3. Outline of defined deliverables over next 3 months
4. Updated spending report (Budget Review)

v. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates.

Once Every Quarter - First Meeting : January, 2008

**b. Technical Plan Part B: [REDACTED] Breeding and Testing**

i. Total estimated cost and not-to-exceed amount is \$ 479,640.

ii. The period of performance is January 1, 2008 through April 01, 2011.

iii. Written Progress Reports are due as follows.

Once Every Quarter - First Report Due April 30, 2008

iv. Written Progress Reports shall contain the following.

1. Update on ongoing activities and results within last 3 months
2. Project Timeline must include outline of milestones and deliverables for duration of project. (This should be in a simple format).
3. Outline of defined deliverables over next 3 months
4. Updated spending report (Budget Review)

v. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates.

Once Every Quarter - First Meeting : April, 2008

**c. Technical Plan Part C: [REDACTED] Breeding and Testing**

i. Total estimated cost and not-to-exceed amount is \$ 349,064.

ii. The period of performance is October 1, 2007 through April 01, 2011.

iii. Written Progress Reports are due as follows:

Once Every Quarter - First Report Due April 30, 2008

iv. Written Progress Reports shall contain the following.

1. Update on ongoing activities and results within last 3 months
2. Project Timeline must include outline of milestones and deliverables for duration of project. (This should be in a simple format).
3. Outline of defined deliverables over next 3 months



4. Updated spending report (Budget Review)

- v. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates.  
Once Every Quarter - First Meeting : April, 2008

d. Technical Plan Part D: [REDACTED] Testing and Development

- i. Total estimated cost and not-to-exceed amount is \$ 708,978.
- ii. The period of performance is October 1, 2007 through April 01, 2011.
- iii. Written Progress Reports are due as follows.  
Once Every Quarter - First Report Due April 30, 2008
- iv. Written Progress Reports shall contain the following.
1. Update on ongoing activities and results within last 3 months
  2. Outline of defined deliverables over next 3 months
  3. Updated spending report (Budget Review)
- v. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates.  
Once Every Quarter - First Meeting : April, 2008

e. Technical Plan Part E: Environmental, Energy and Economic Assessment

- i. Total estimated cost and not-to-exceed amount is \$ 1,108,587.
- ii. The period of performance is October 1, 2007 through April 01, 2011.
- iii. Written Progress Reports are due as follows.  
Once Every Quarter - First Report Due January 31, 2008
- iv. Written Progress Reports shall contain the following.
1. Update on ongoing activities and results within last 3 months
  2. Project Timeline must include outline of milestones and deliverables for duration of project. (This should be in a simple format).
  3. Outline of defined deliverables over next 3 months
  4. Updated spending report (Budget Review)
- v. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates.  
Once Every Quarter - First Meeting : January, 2008

3. The Parties will include initial terms of any potential exclusive licensing arrangements that may be discernable at the time the Project Research Specification Order is negotiated including but not limited to a range of royalty that would be required to exercise CTV's or CTV's Affiliates' exclusive license option as required in Article 6.6.2 of the Agreement.
4. Pursuant to the Section 6.6.3 of the Agreement, the parties hereby agree that for an exclusive license applicable to this Research Project Specification the royalty range described in Section 6.6.3 of the Agreement shall be \_\_\_\_\_.
5. Pursuant to the Section 7.2 of the Agreement, all communications regarding the technical and programmatic aspects of this Research Project Specification shall be between CTV and BioEnergy Alliance researchers identified below:

If to CTV:

Michelle Y. Long  
Biofuels Feedstock Manager  
 \_\_\_\_\_  
 \_\_\_\_\_

If to BioEnergy Alliance:

Diane M. Gilliland  
Texas Agricultural Experiment Station  
Contracts and Grants, 2147 TAMU  
College Station, Texas 77843-2147

Terms and conditions of the Agreement apply.

Acknowledged and Accepted:

BioEnergy Alliance

Chevron Technology Ventures, LLC

By [Signature]  
 Title Associate Deputy Director  
 Date 29/10/07

By [Signature]  
 Title PRESIDENT  
 Date 11/6/2007

**Technical Plan for the Identification and Enhancement of Texas**

**A Proposed Plan for a Partnership Between  
Texas A&M Agriculture and Chevron Technology Ventures**

Table of Contents:		Pages
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## Executive Summary

Research, Development and Evaluation of   


**A Proposed Partnership between Chevron Technology Ventures, Texas  
Cooperative Extension, the Texas Agricultural Experiment Station**

*Submitted to:*

**Chevron Technology Ventures**

*Submitted by:*

David Baltensperger  
*Head, Department of Soil and Crop Sciences*

Travis D. Miller  
*Associate Head and Extension Program Leader*

Department of Soil and Crop Sciences  
Texas Cooperative Extension  
Texas Agricultural Experiment Station

*Contacts:*

Bob Avant,  
BioEnergy Program Manager  
Texas Agricultural Experiment Station  
[bavant@tamu.edu](mailto:bavant@tamu.edu)

Bill F. McCutchen,  
Deputy Associate Director  
Texas Agricultural Experiment Station  
[bmccutchen@tamu.edu](mailto:bmccutchen@tamu.edu)

8/31/2007

**Proposed Research, Development and Evaluation  
of** [REDACTED]

[REDACTED]

1. Research and evaluation of

[REDACTED]

- 2. Breeding, development and testing [REDACTED]
- 3. Breeding, development and testing [REDACTED]
- 4. Development of production technologies [REDACTED]
- 5. Environmental energy balance and [REDACTED]

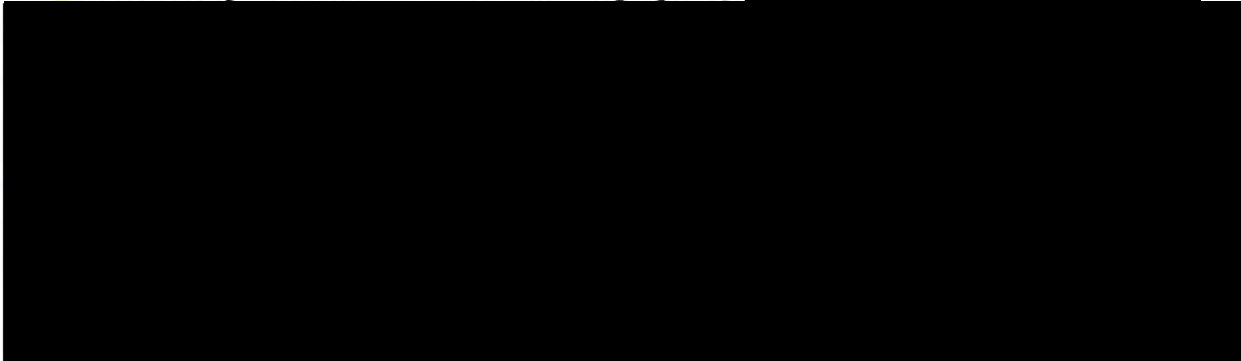
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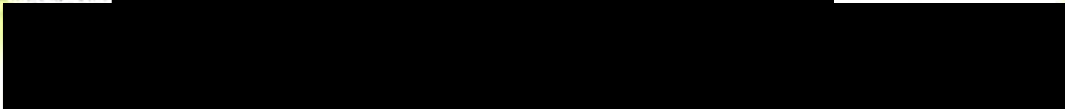
**Objectives, Tasks, and Proposed R&D**

Five objectives are delineated in this proposal;



There are short-term and longer term research and development and educational objectives required to provide a database for reliable selection of crops and genetics for the diverse production areas of the state, and to familiarize growers with the potential for dedicated oilseed crops as viable alternatives in their cropping systems. This project will focus on the R&D needed for:

Evaluation



[Redacted]

b. Assessment

[Redacted]

[Redacted] breeding and testing

[Redacted] Breeding and Testing for

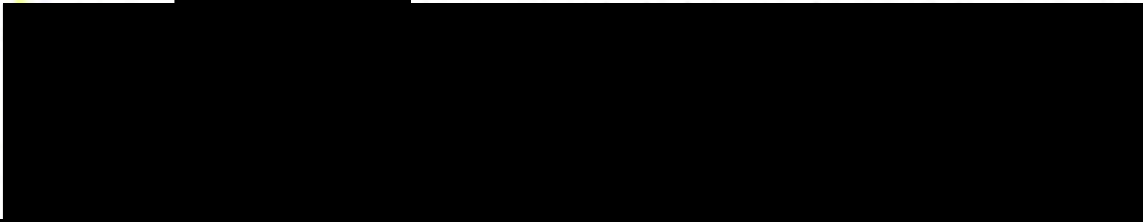
IV. Assess and develop production technologies for

V. Environmental, Energy Balance and Economic Assessment





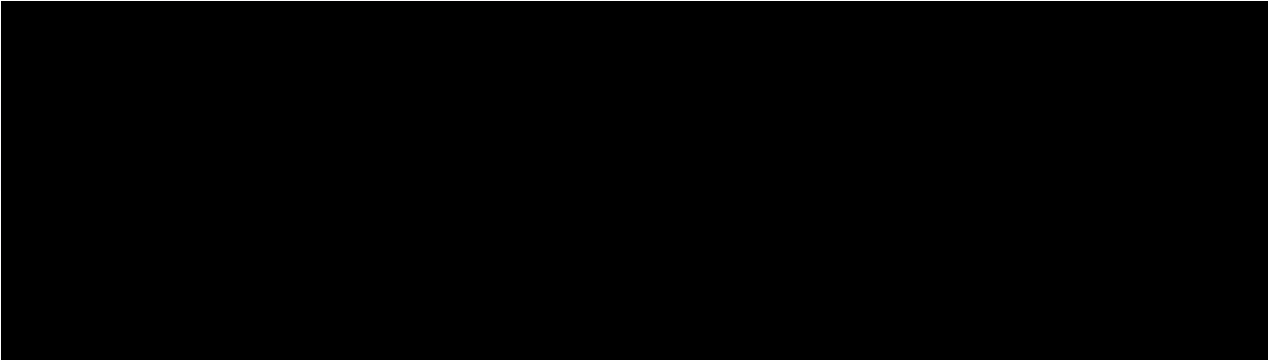
- b. Develop similar environmental and economic analyses [redacted]
- c. Develop similar environmental and economic analyses [redacted]
- d. Develop similar environmental and economic analyses [redacted]



**Testing and Development**






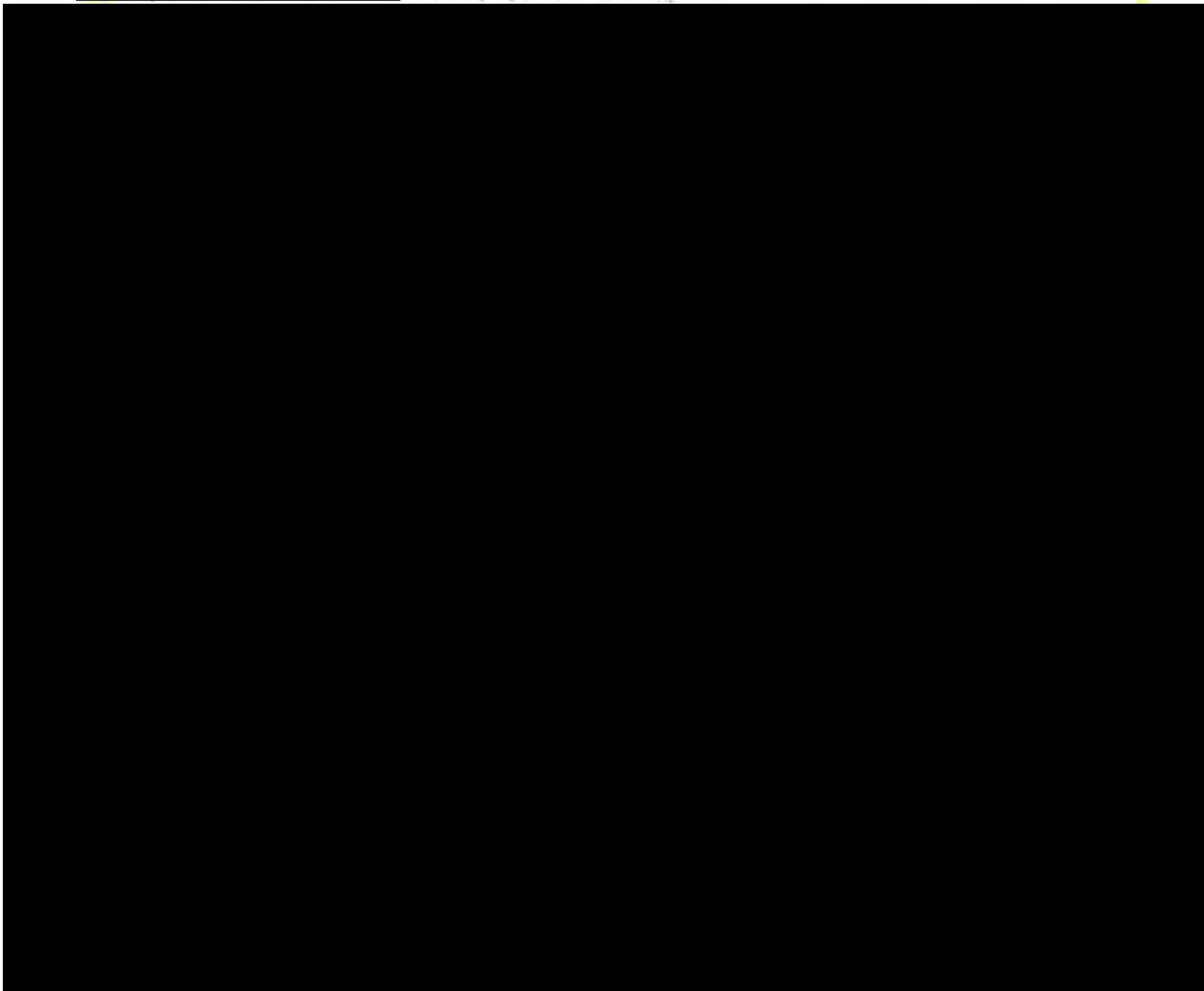


Gaylon Morgan will lead the winter annual team, which will include Bob Wiedenfeld, Dan Fromme, Jim Heitholt, Lee Tarpley, Todd Baughman, Calvin Trostle, Dick Auld and Brent Bean, two M.S. graduate students and a Program Specialist to be identified.

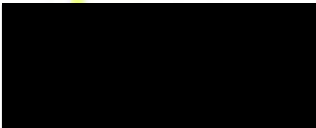
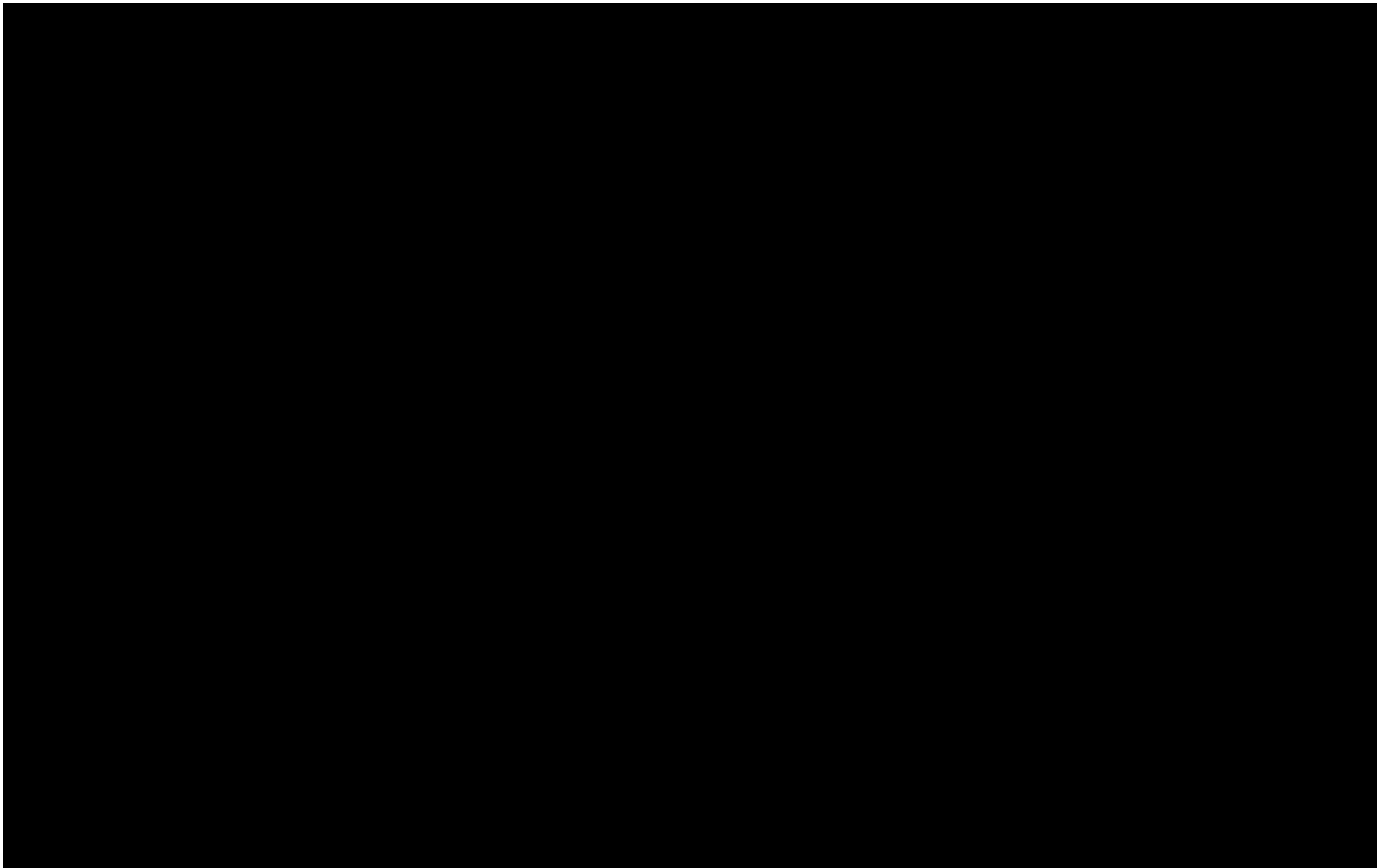
Juerg Blumenthal will lead the summer annual team, which will include Bob Wiedenfeld, Dan Fromme, Lee Tarpley, Jim Heitholt, John Sloan, Todd Baughman, Calvin Trostle, Dick Auld and Brent Bean.



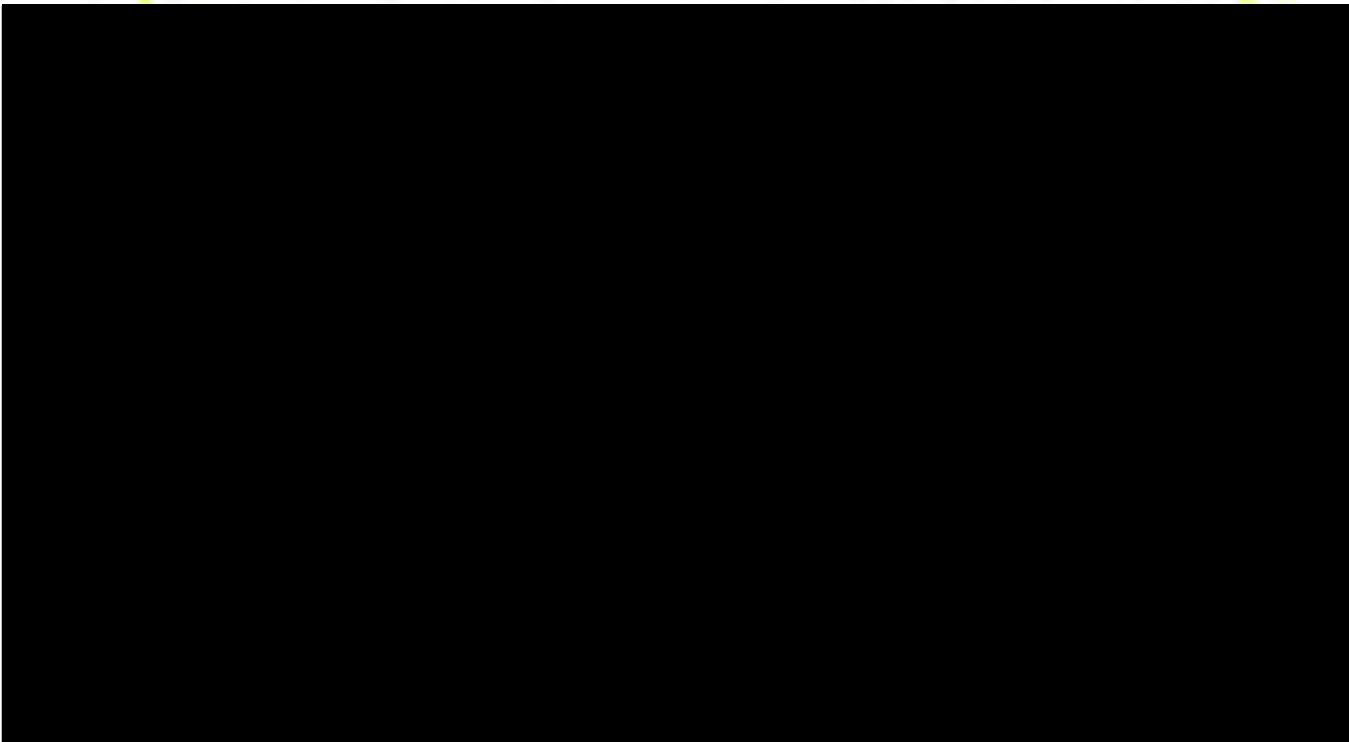
**Breeding and Testing**





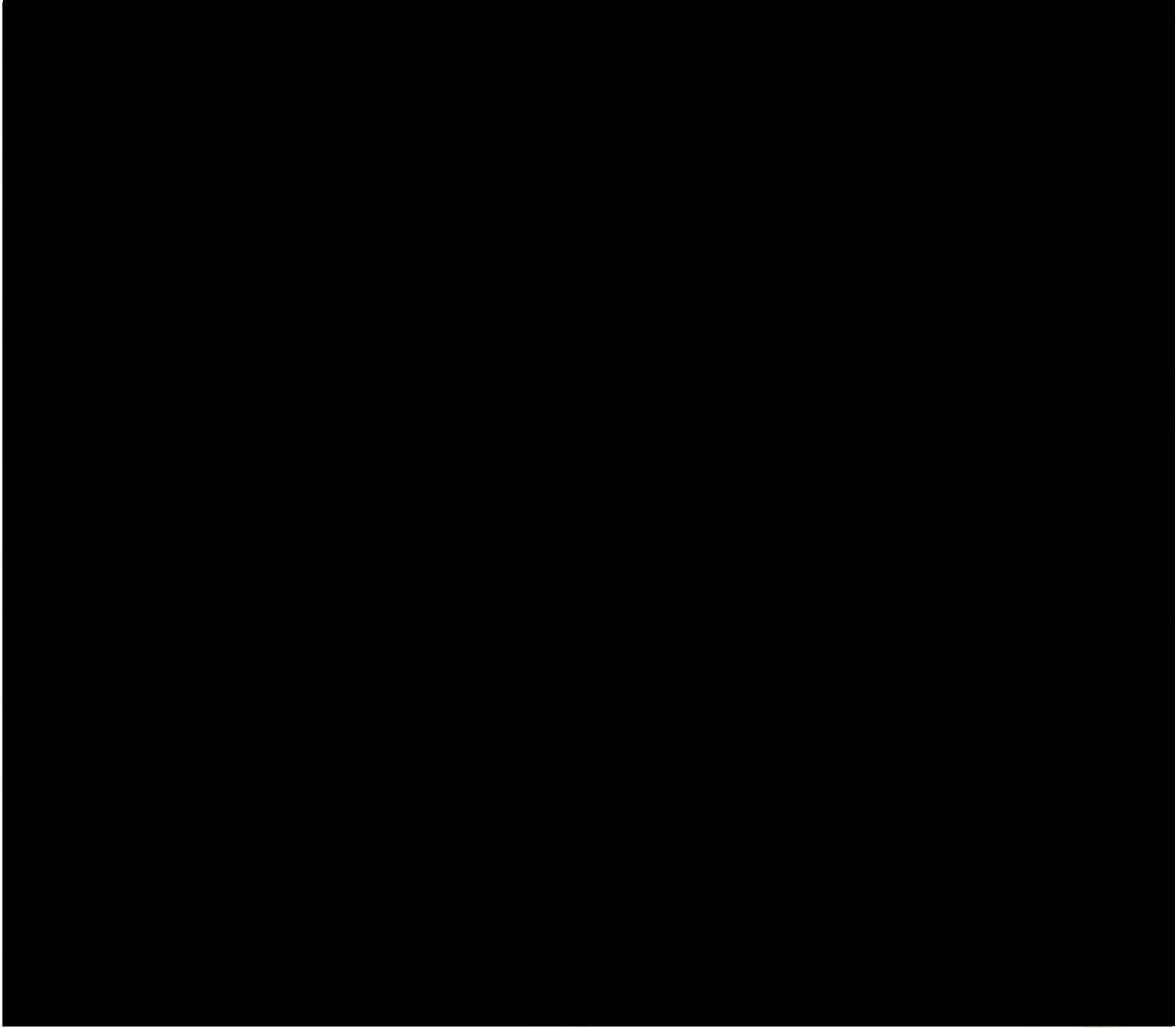


**Breeding and Testing**





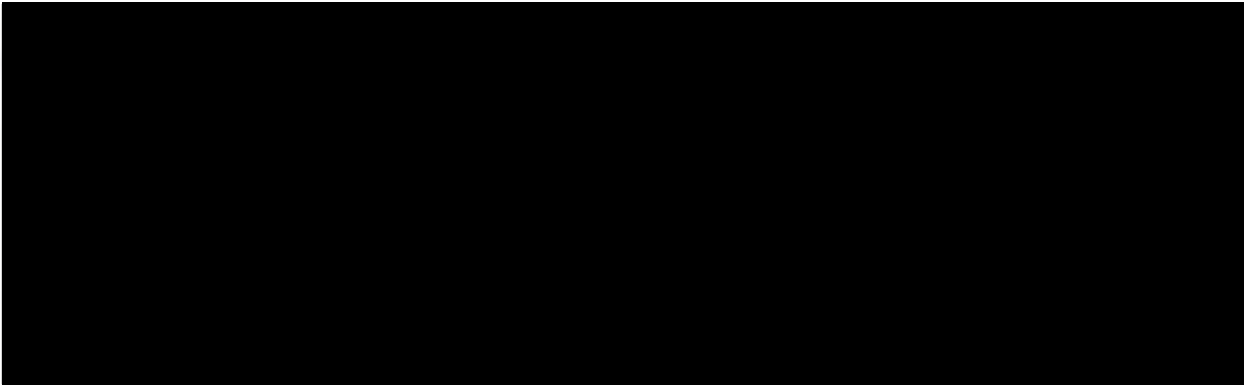
**Development**



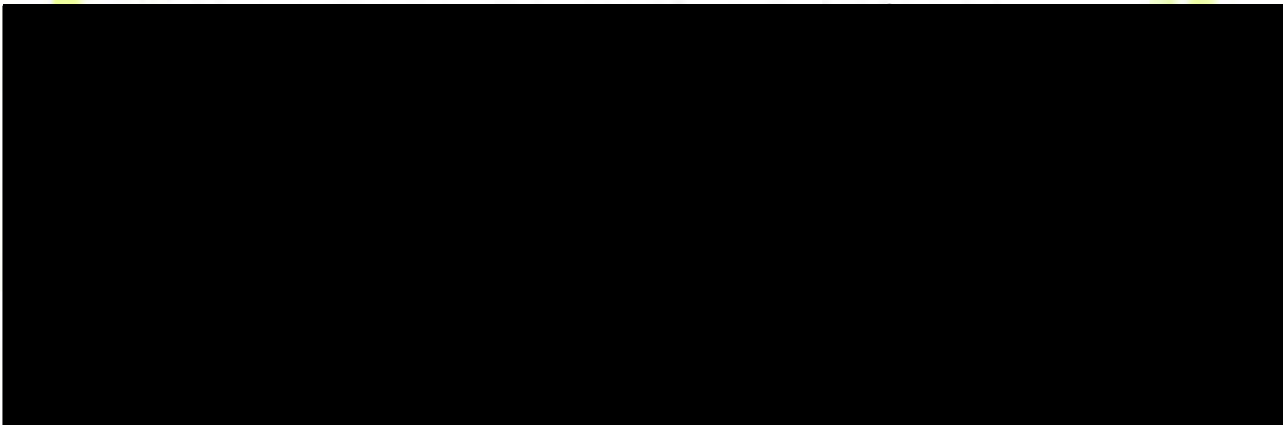




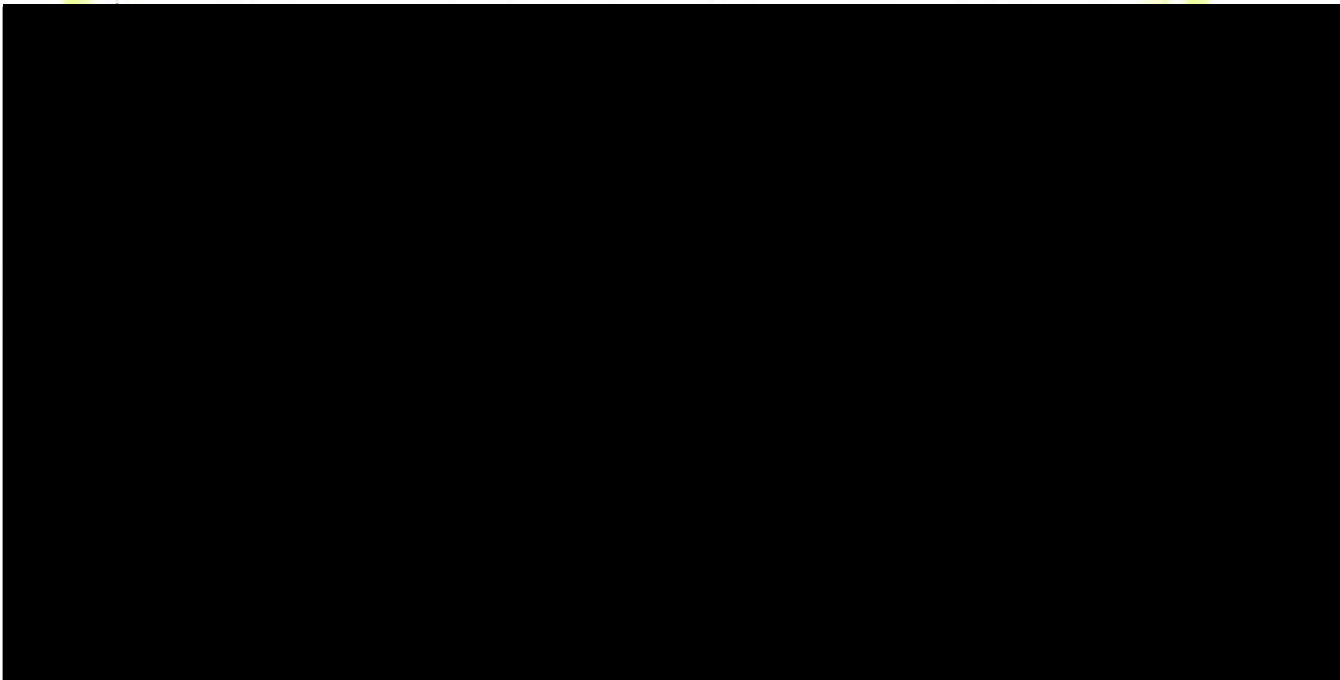




Environmental and economic assessment of  
breeding and testing breeding and testing,  
development



Chemical analysis of vegetable oil from candidate crops will begin following harvest.  
Results available: December 15, 2011. Annual reports on oilseed analysis (Miller lead)





Team Members include:

- Juerg Blumenthal, Associate Professor and State Cropping Systems Specialist, College Station
- Gaylon Morgan, Assistant Professor and State Extension Small Grains Specialist, College Station
- Paul Baumann, Professor and State Extension Weed Control Specialist, College Station
- Calvin Trostle, Associate Professor and Extension Agronomist, Lubbock
- Armen Kemanian, Assistant Professor; Crop Modeling, Temple
- Brent Bean, Professor and Extension/Research Agronomist, Amarillo
- James Grichar, Senior Research Scientist, Beeville
- Carlos Fernandez, Professor, Corpus Christi
- Mike Foster, Research Scientist, Pecos
- Bob Wiedenfeld, Professor of Soil Fertility and Plant Nutrition, Weslaco
- Todd Baughman, Associate Professor and Extension Agronomist, Vernon
- Jim Heitholt, Associate Professor and Crop Physiologist, Dallas
- John Sloan, Associate Professor of Soil Science, Dallas
- Russell Sutton, Research Scientist, Dallas
- Dick Auld, Rockwell Professor of Plant Breeding, Texas Tech University, Lubbock
- Daniel Fromme, Assistant Professor and Extension Agronomist, Uvalde
- Giovanni Piccinni, Associate Professor of Plant Stress Physiology, Uvalde
- Lee Tarpley, Assistant Professor of Plant Physiology, Beaumont
- Mark Burow, Assistant Professor of Peanut Genetics, Lubbock
- Michael Baring, Research Associate, Peanut Breeding, College Station
- Charles Simpson, Professor Emeritus of Peanut Breeding, Stephenville
- Christine Morgan, Assistant Professor of Hydropedology, College Station
- Frank Hons, Professor of Soil Fertility and Management, College Station
- Terry Gentry, Assistant Professor of Soil and Aquatic Biology
- Program Specialist for Annual Oilseed Testing and Development Project
- Program Specialist for Perennial Oilseed Development
- Three Masters degree students (2 annual oilseeds, one Biofuel Peanut)
- One Post-Doctoral candidate
- Two Ph.D. students

## **Budget Justification for the Chevron Oilseed Project**

*Personnel:* The study will cover 12 discrete crop production zones. Personnel budgeted will be an Extension Program Specialist at College Station to coordinate activities of the annual oilseed project; an Extension Program Specialist to coordinate the Perennial Oilseeds Project; stipends and tuition for three M.S. and two Ph.D. level graduate students at College Station in the annual oilseeds, Biofuel Peanut Breeding and environmental projects who will be responsible for field work as well as compiling, analysis and in coordination with the scientists, preparation of quarterly and annual reports. Funds will be provided for a plant breeding effort at Texas Tech in castor and biofuel peanut pr. Part-time technical support will be funded at Amarillo, Lubbock, Stephenville Pecos, Vernon, Dallas/North Texas, the Gulf Coast (Wharton to Corpus Christi), Uvalde, Beaumont and Weslaco.

*Materials and Supplies:* Included all necessary materials for locating, shipping, packaging and distributing seed of candidate crops; fertilizer, fuel, herbicides, insecticides, fungicides; their application; sample bags, shipments, grinding and processing seed and other expenses associated with agronomic studies. Some expense will be required for land or equipment rental/lease.

*Travel:* Includes expenses associated with travel, lodging and subsistence for the establishment, rating, pest management and harvest of field plots; processing and any promotion and research related presentations.

*Capital Equipment:* These funds will purchase attachments for plot combines, depth bands for drills, a swather/bundler for winter annual oilseeds, a tree transplanter, a tree hedger, a mechanical harvester for perennial oilseeds and a trailer. Three pickups for use by technicians associated with the project are also budgeted.

*Oilseed Extraction and Analysis:* Oilseed samples will be bulked from each replication at each site, extracted and analysis for oil yield and composition will be conducted.

*Publications and web-based materials:* As viable dedicated oilseed crops which fit a given ecological niche are identified, it will be necessary to develop and publish web-based and printed publications to teach potential growers best management practices required to produce oilseeds for the biofuels industry.

*Annual meeting:* The annual meeting will be held to as a scientific and information exchange venue to enhance planning and communication among the participants and their colleagues within the university system as well as to provide information and to receive feedback from the Chevron Corporation feedstock specialists.

Project	Phase 1										Phase 2				Grand Total	
	2007	2008	2009	2010	2011/3mo	Phase 1 Total	2011/9 mo	2012	2013	2014	Phase 2 Total	Grand Total				
<b>Annual Budget</b>																
Heiholt, Sibair-Damas																
technician salary	\$12,688	\$15,225	\$15,986	\$16,786	\$4,039	\$64,723	\$12,925			\$12,925	\$77,648					
technician benefits	\$4,729	\$5,533	\$5,688	\$5,809	\$1,365	\$23,104	\$4,369			\$4,369	\$27,473					
supplies	\$900	\$1,000	\$1,000	\$1,000	\$167	\$4,067	\$533			\$533	\$4,599					
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067			\$1,067	\$8,801					
subtotal Dallas	\$19,716	\$23,758	\$24,654	\$25,595	\$5,904	\$99,627	\$18,894			\$18,894	\$116,521					
<b>Bean-Amarillo</b>																
technician salary	\$12,688	\$15,225	\$15,986	\$16,786	\$4,039	\$64,723	\$12,925			\$12,925	\$77,648					
technician benefits	\$4,729	\$5,533	\$5,688	\$5,809	\$1,365	\$23,104	\$4,369			\$4,369	\$27,473					
supplies	\$900	\$1,000	\$1,000	\$1,000	\$167	\$4,067	\$533			\$533	\$4,599					
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067			\$1,067	\$8,801					
subtotal Amarillo	\$19,716	\$23,758	\$24,654	\$25,595	\$5,904	\$99,627	\$18,894			\$18,894	\$116,521					
<b>Trostler/Foster-Lubbock/Peecos</b>																
technician salary	\$25,375	\$30,450	\$31,973	\$33,571	\$8,078	\$129,447	\$25,850			\$25,850	\$155,296					
technician benefits	\$9,458	\$11,066	\$11,335	\$11,818	\$2,731	\$46,207	\$8,738			\$8,738	\$54,945					
supplies	\$1,800	\$2,000	\$2,000	\$2,000	\$167	\$7,967	\$533			\$533	\$8,499					
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067			\$1,067	\$8,801					
subtotal Lubbock/Peecos	\$38,033	\$45,516	\$47,308	\$49,189	\$11,309	\$197,354	\$36,188			\$36,188	\$227,542					
<b>Grichar-Gulf Coast</b>																
technician salary	\$12,688	\$15,225	\$15,986	\$16,786	\$4,039	\$64,723	\$12,925			\$12,925	\$77,648					
technician benefits	\$4,729	\$5,533	\$5,688	\$5,809	\$1,365	\$23,104	\$4,369			\$4,369	\$27,473					
supplies	\$900	\$1,000	\$1,000	\$1,000	\$167	\$4,067	\$533			\$533	\$4,599					
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067			\$1,067	\$8,801					
subtotal Gulf Coast	\$19,716	\$23,758	\$24,654	\$25,595	\$5,904	\$99,627	\$18,894			\$18,894	\$116,521					
<b>Wiederfeld-Weslaco</b>																
technician salary	\$12,688	\$15,225	\$15,986	\$16,786	\$4,039	\$64,723	\$12,925			\$12,925	\$77,648					
technician benefits	\$4,729	\$5,533	\$5,688	\$5,809	\$1,365	\$23,104	\$4,369			\$4,369	\$27,473					
supplies	\$900	\$1,000	\$1,000	\$1,000	\$167	\$4,067	\$533			\$533	\$4,599					
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067			\$1,067	\$8,801					
subtotal Weslaco	\$19,716	\$23,758	\$24,654	\$25,595	\$5,904	\$99,627	\$18,894			\$18,894	\$116,521					
<b>Baughman-Vernon</b>																
technician salary	\$12,688	\$15,225	\$15,986	\$16,786	\$4,039	\$64,723	\$12,925			\$12,925	\$77,648					
technician benefits	\$4,729	\$5,533	\$5,688	\$5,809	\$1,365	\$23,104	\$4,369			\$4,369	\$27,473					
supplies	\$900	\$1,000	\$1,000	\$1,000	\$167	\$4,067	\$533			\$533	\$4,599					
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$334	\$7,734	\$1,067			\$1,067	\$8,801					
subtotal Vernon	\$19,716	\$23,758	\$24,654	\$25,595	\$5,988	\$99,710	\$19,161			\$19,161	\$116,871					
<b>College Station- Ballenperger, Miller, Blumenthal, Morgan</b>																
2 MS grad student-salaries	\$35,800	\$37,590	\$39,470	\$41,443	\$7,289	\$161,591	\$23,324			\$23,324	\$184,915					
MS grad student-benefits	\$8,272	\$8,453	\$8,642	\$8,842	\$1,900	\$36,108	\$6,081			\$6,081	\$42,189					
Program Specialist	\$97,375	\$13,125	\$55,125	\$57,891	\$10,180	\$233,686	\$32,576			\$32,576	\$266,262					
Program Specialist-benefits	\$22,911	\$7,999	\$15,433	\$15,921	\$2,748	\$65,012	\$8,793			\$8,793	\$73,806					
supplies	\$3,500	\$5,000	\$5,000	\$5,000	\$638	\$19,338	\$2,680			\$2,680	\$22,018					
travel	\$7,500	\$10,000	\$10,000	\$10,000	\$1,686	\$38,166	\$5,331			\$5,331	\$44,497					
tuition and fees	\$16,900	\$16,900	\$17,745	\$18,632	\$0	\$70,177	\$0			\$0	\$70,177					
subcontract-Texas Tech(Auld)	\$15,000	\$15,000	\$15,750	\$16,540	\$2,909	\$69,199	\$9,309			\$9,309	\$74,508					
	\$207,258	\$114,057	\$167,165	\$174,259	\$27,529	\$690,278	\$88,093			\$88,093	\$778,371					

Project	Phase 1					Phase 2					Grand Total	
	2007	2008	2009	2010	2011(3mo)	Phase 1 Total	2011/8 mo	2012	2013	2014	Phase 2 Total	Grand Total
Beaumont- Tarpley technician	\$12,688	\$15,225	\$15,988	\$16,786	\$4,039	\$64,723	\$12,925				\$12,925	\$77,648
technician benefits	\$4,729	\$5,533	\$5,688	\$5,809	\$1,365	\$23,104	\$4,369				\$4,369	\$27,473
supplies	\$900	\$1,000	\$1,000	\$1,000	\$250	\$4,150	\$800				\$800	\$4,950
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$500	\$7,900	\$1,600				\$1,600	\$9,500
total- Beaumont	\$19,716	\$23,758	\$24,654	\$25,595	\$6,154	\$99,877	\$19,694				\$19,694	\$119,571
Uvalde- Fromme, Piccinni technician	\$12,688	\$15,225	\$15,988	\$16,786	\$4,039	\$64,723	\$12,925				\$12,925	\$77,648
technician benefits	\$4,729	\$5,533	\$5,688	\$5,809	\$1,365	\$23,104	\$4,369				\$4,369	\$27,473
supplies	\$900	\$1,000	\$1,000	\$1,000	\$250	\$4,150	\$800				\$800	\$4,950
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$500	\$7,900	\$1,600				\$1,600	\$9,500
Uvalde- total	\$19,716	\$23,758	\$24,654	\$25,595	\$6,154	\$99,877	\$19,694				\$19,694	\$119,571
Capital equipment:												
planter depth bands, combine parts, swather/bundler, pickups	\$43,000	\$25,000	\$25,000	\$5,000	\$2,000	\$93,000	\$0				\$0	\$93,000
Publications and web-based materials	\$0	\$3,000	\$5,000			\$15,000	\$3,000				\$0	\$18,000
Annual conferences and coordination	\$5,000	\$10,000	\$10,000	\$10,000	\$10,000	\$45,000	\$10,000				\$10,000	\$55,000
TOTAL DIRECT COSTS	\$451,223	\$387,645	\$451,703	\$443,205	\$98,906	\$1,832,892	\$291,088				\$291,088	\$2,123,780
IDC-43.5% MTDC	\$178,052	\$155,839	\$178,910	\$185,655	\$43,879	\$741,334	\$128,214				\$128,214	\$869,548
TOTAL REQUEST	\$629,274	\$542,684	\$630,613	\$628,860	\$142,584	\$2,574,016	\$419,313				\$419,313	\$2,993,328

Project	Phase 1					Phase 2					Grand Total	
	2007	2008	2009	2010	2011(3mo)	Phase 1 Total	2011/9 mo	2012	2013	2014	Phase 2 Total	Grand Total
Convergex, during												
Salaries - Wage Labor	\$10,000	\$10,000	\$10,000	\$10,000	\$3,333	\$33,333	\$6,667	\$10,000	\$10,000	\$16,667	\$50,000	
Benefits, wage labor	\$1,010	\$1,010	\$337	\$3,367	\$673	\$673	\$1,010	\$1,010	\$1,010	\$1,683	\$5,050	
M.S. student salary-one	\$17,900	\$18,795	\$6,838	\$18,735	\$21,268	\$63,268	\$21,758	\$21,758	\$21,758	\$35,641	\$99,909	
M.S. student benefits	\$4,136	\$4,228	\$1,273	\$13,955	\$2,954	\$28,667	\$8,554	\$3,388	\$3,388	\$7,480	\$21,436	
Tuition and fees	\$8,450	\$9,873	\$9,316	\$9,316	\$28,667	\$8,554	\$3,388	\$3,388	\$3,388	\$9,943	\$39,810	
Travel - domestic	\$983	\$0	\$0	\$0	\$3,076	\$3,076	\$0	\$0	\$0	\$1,086	\$4,162	
Travel - international	\$4,000	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$3,000	
supplies and other expenses	\$48,479	\$47,882	\$4,000	\$3,500	\$12,500	\$12,500	\$2,000	\$5,000	\$5,000	\$7,000	\$19,500	
Subtotal	\$13,500	\$13,500	\$15,000	\$15,000	\$3,750	\$47,250	\$12,000	\$14,000	\$14,000	\$25,000	\$73,250	
Lubbock, Burrow	\$1,364	\$1,515	\$379	\$1,515	\$4,772	\$1,414	\$1,414	\$1,414	\$1,414	\$2,626	\$7,998	
Salaries - Wage Labor	\$805	\$672	\$168	\$168	\$0	\$0	\$0	\$0	\$0	\$1,299	\$3,516	
Benefits - Wage Labor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Travel - domestic	\$12,000	\$5,000	\$22,187	\$22,187	\$23,250	\$4,000	\$4,500	\$4,500	\$4,500	\$6,500	\$31,750	
Travel - international	\$27,669	\$22,187	\$5,547	\$5,547	\$77,589	\$17,750	\$20,675	\$20,675	\$20,675	\$38,625	\$116,014	
supplies and other expenses												
Subtotal	\$11,000	\$11,000	\$11,000	\$11,000	\$2,625	\$35,625	\$8,400	\$10,000	\$10,000	\$18,400	\$54,025	
Simpeon, Stephenvilla	\$1,111	\$1,111	\$1,111	\$1,111	\$2,665	\$3,598	\$648	\$885	\$885	\$1,733	\$5,332	
salaries - Wage labor	\$1,026	\$1,026	\$1,026	\$1,026	\$2,721	\$457	\$915	\$915	\$915	\$1,072	\$3,793	
Benefits - Wage Labor	\$3,000	\$3,000	\$3,000	\$3,000	\$9,750	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$12,150	
Travel - domestic	\$4,500	\$4,500	\$4,500	\$4,500	\$14,000	\$3,200	\$3,500	\$3,500	\$3,500	\$6,700	\$20,700	
Travel - international	\$20,637	\$20,637	\$20,637	\$20,637	\$65,684	\$15,305	\$15,000	\$15,000	\$15,000	\$30,305	\$95,999	
supplies and other expenses												
Subtotal	\$6,000	\$6,000	\$9,000	\$9,000	\$2,250	\$25,250	\$7,200	\$9,500	\$9,500	\$15,700	\$41,950	
Seed Increase, Godoy, Brazil	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
salaries - Wage labor	\$1,000	\$1,000	\$1,000	\$1,000	\$3,250	\$600	\$1,000	\$1,000	\$1,000	\$1,800	\$5,050	
Benefits - Wage Labor	\$3,000	\$3,000	\$3,000	\$3,000	\$9,000	\$3,000	\$3,000	\$3,000	\$3,000	\$6,200	\$15,200	
Travel - domestic	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Travel - international	\$10,000	\$14,000	\$14,000	\$14,000	\$3,500	\$11,200	\$12,500	\$12,500	\$12,500	\$23,700	\$65,200	
supplies and other expenses												
Subtotal	\$104,784	\$39,262	\$37,225	\$36,980	\$10,629	\$30,888	\$77,497	\$97,434	\$97,434	\$174,530	\$519,080	
Total Direct Costs	\$39,262	\$4,550	\$6,370	\$455	\$11,375	\$124,116	\$28,686	\$37,103	\$37,103	\$65,799	\$189,815	
IDC-45.5% MTDC Domestic	\$43,832	\$43,395	\$43,395	\$43,395	\$10,629	\$115,491	\$29,698	\$37,103	\$37,103	\$65,799	\$201,290	
Total IDC	\$146,617	\$148,281	\$148,281	\$148,281	\$40,717	\$479,640	\$106,183	\$134,538	\$134,538	\$240,729	\$720,369	
total request												

Project	Phase 1					Phase 2					Grand Total
	2007	2008	2009	2010	2011/3mo	Phase 1 Total	2011/6 mo	2012	2013	2014/Phase 2 Total	
Project [redacted] with Tech	\$30,000	\$10,000	\$30,000	\$42,000	\$11,025	\$123,025	\$35,280	\$46,305		\$61,585	\$204,610
Trosile, Lubbock technician salary	\$12,688	\$15,225	\$15,986	\$15,986	\$4,196	\$48,085	\$13,428	\$12,925		\$26,353	\$74,448
technician benefits	\$4,729	\$5,533	\$5,668	\$5,668	\$1,452	\$17,382	\$4,647	\$4,889		\$9,536	\$26,918
supplies	\$1,600	\$2,000	\$2,000	\$2,000	\$500	\$6,300	\$1,600	\$2,000		\$3,600	\$9,900
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$500	\$5,900	\$1,600	\$2,000		\$3,600	\$9,500
total, Lubbock	\$20,616	\$24,758	\$24,758	\$25,654	\$6,649	\$77,677	\$21,276	\$21,814		\$43,090	\$120,767
Posler, Pecos technician salary	\$12,688	\$15,225	\$15,986	\$15,986	\$4,196	\$48,085	\$13,428	\$12,925		\$26,353	\$74,448
technician benefits	\$4,729	\$5,533	\$5,668	\$5,668	\$1,452	\$17,382	\$4,647	\$4,889		\$9,536	\$26,918
supplies	\$1,600	\$2,000	\$2,000	\$2,000	\$500	\$6,300	\$1,600	\$2,000		\$3,600	\$9,900
travel	\$1,400	\$2,000	\$2,000	\$2,000	\$500	\$5,900	\$1,600	\$2,000		\$3,600	\$9,500
total, Pecos	\$20,616	\$24,758	\$24,758	\$25,654	\$6,649	\$77,677	\$21,276	\$21,814		\$43,090	\$120,767
Total Direct Costs	\$30,000	\$51,233	\$78,516	\$93,308	\$24,322	\$278,378	\$77,831	\$89,833		\$167,765	\$446,143
Total IDC-45.5%	\$0	\$16,761	\$22,550	\$23,345	\$6,050	\$70,686	\$19,361	\$19,651		\$39,212	\$109,888
total request	\$30,000	\$68,994	\$102,045	\$116,653	\$30,373	\$349,064	\$97,192	\$109,784		\$206,976	\$556,041
[redacted] testing and development											
Land rental/lease	\$219,500	\$10,000	\$10,000	\$10,000	\$2,500	\$32,500	\$8,000	\$10,000		\$36,000	\$70,500
Capitol equipment (Mechanical harvester, transplanter, tree pruner, pickup)	\$0	\$0	\$0	\$55,125	\$14,470	\$219,500	\$0	\$0		\$0	\$219,500
Program specialist salary	\$14,526	\$14,869	\$14,869	\$15,433	\$3,980	\$172,095	\$48,305	\$48,620		\$199,070	\$371,165
Program specialist benefits	\$10,000	\$10,000	\$10,000	\$10,000	\$2,500	\$48,908	\$12,737	\$14,712		\$15,074	\$105,712
Student labor - wage	\$1,010	\$1,010	\$1,010	\$1,010	\$253	\$3,283	\$808	\$1,010		\$1,010	\$7,121
Student labor - benefits	\$4,500	\$4,500	\$4,500	\$4,500	\$1,125	\$14,625	\$3,600	\$4,500		\$4,500	\$32,725
supplies and materials	\$10,000	\$10,000	\$10,000	\$10,000	\$2,500	\$32,500	\$8,000	\$10,000		\$10,000	\$70,500
Travel	\$100,036	\$102,979	\$102,979	\$106,068	\$27,328	\$555,941	\$97,450	\$98,412		\$104,177	\$947,723
Total perennal direct IDC-45.5%	\$0	\$43,516	\$46,855	\$48,281	\$12,434	\$153,067	\$39,730	\$44,777		\$47,400	\$331,341
total request	\$219,500	\$145,552	\$149,834	\$154,329	\$39,762	\$708,978	\$127,239	\$143,190		\$151,577	\$1,279,064



Project	Phase 1					Phase 2					GrandTotal	
	2007	2008	2009	2010	2011/3mo	Phase 1 Total	2011/9 mo	2012	2013	2014/Phase 2 Total		Grand Total
Environmental, Energy and Economic Assessment Budget												
Kemenian-Temple crop modeling												
post-doc benefits	\$12,688	\$15,225	\$15,896	\$16,786	\$4,039	\$64,723	\$12,925	\$0	\$0	\$12,925	\$77,648	
post-doc salary	\$4,729	\$5,533	\$5,668	\$5,809	\$1,365	\$23,104	\$4,388	\$0	\$0	\$4,388	\$27,473	
supplies	\$2,000	\$2,000	\$2,000	\$2,000	\$500	\$8,500	\$1,600	\$0	\$0	\$1,600	\$10,100	
travel	\$500	\$1,000	\$1,000	\$1,000	\$250	\$3,750	\$800	\$0	\$0	\$800	\$4,550	
subtotal Temple	\$19,916	\$23,758	\$24,854	\$25,595	\$6,154	\$100,077	\$19,694	\$0	\$0	\$19,694	\$119,771	
Miller, College Station												
Oliseed analysis	\$85,000	\$0	\$35,000	\$35,000	\$8,750	\$143,750	\$28,000	\$28,000	\$28,000	\$28,000	\$171,750	
C. Morgan, College Station C. sequestration and energy balance												
Post Doc salary	\$0	\$34,000	\$35,700	\$37,485	\$9,840	\$117,025	\$31,487	\$33,062	\$33,062	\$33,062	\$181,574	
Graduate Students, PhD, two	\$0	\$11,694	\$11,995	\$12,311	\$3,161	\$39,160	\$10,114	\$11,528	\$11,528	\$11,528	\$80,602	
Graduate Students, Ph.D. benefits		\$20,000	\$42,000	\$44,100	\$5,788	\$111,888	\$18,522	\$18,522	\$18,522	\$18,522	\$130,410	
Soil Carbon/Microbial Analysis		\$4,348	\$8,898	\$9,110	\$1,187	\$23,523	\$3,733	\$5,000	\$5,000	\$5,000	\$37,256	
Travel and Supplies		\$20,000	\$15,000	\$18,000	\$3,750	\$56,750	\$12,000	\$5,000	\$5,000	\$17,000	\$73,750	
graduate student Tuition & Fees		\$15,000	\$10,000	\$10,000	\$2,500	\$37,500	\$8,000	\$5,000	\$5,000	\$13,000	\$50,500	
student labor - wage	\$0	\$8,400	\$17,304	\$17,623	\$2,295	\$45,622	\$7,343	\$5,000	\$5,000	\$7,343	\$53,165	
student labor - fringe benefits	\$0	\$9,083	\$9,083	\$9,083	\$2,271	\$29,519	\$7,268	\$9,083	\$9,083	\$18,349	\$45,867	
Soil carbon analysis	\$0	\$917	\$917	\$917	\$229	\$2,971	\$734	\$917	\$917	\$1,651	\$4,633	
Travel and supplies	\$0	\$15,000	\$15,000	\$16,000	\$3,750	\$48,750	\$12,000	\$15,000	\$15,000	\$32,000	\$75,750	
Total, C. Morgan	\$0	\$144,442	\$171,897	\$179,829	\$36,250	\$532,418	\$116,000	\$65,550	\$65,550	\$201,689	\$734,007	
Total direct cost environmental	\$84,916	\$166,200	\$231,551	\$240,424	\$51,454	\$776,245	\$163,684	\$85,560	\$85,560	\$249,283	\$1,025,529	
IDC=45.5%	\$38,837	\$73,709	\$97,462	\$101,263	\$22,231	\$332,342	\$71,138	\$39,943	\$39,943	\$110,063	\$442,425	
total request environmental	\$123,553	\$240,909	\$329,033	\$341,707	\$73,385	\$1,108,587	\$234,823	\$124,503	\$124,503	\$359,346	\$1,467,953	
Direct Total 5 projects	\$785,639	\$911,698	\$970,434	\$987,566	\$231,798	\$3,787,365	\$697,570	\$371,368	\$371,368	\$1,274,888	\$5,062,253	
Indirect 5project total @ 45.5%	\$216,669	\$335,857	\$399,372	\$395,979	\$95,023	\$1,432,920	\$287,200	\$140,674	\$140,674	\$521,562	\$1,954,502	
Total, 5 projects	\$1,002,328	\$1,147,755	\$1,359,806	\$1,383,575	\$326,821	\$5,220,285	\$984,770	\$512,043	\$512,043	\$1,796,470	\$7,016,755	
	\$1,002,328	\$1,147,755	\$1,359,806	\$1,383,575	\$326,821	\$5,220,285	\$984,770	\$512,043	\$512,043	\$1,796,470	\$7,016,755	

EXHIBIT 1

[REDACTED] Development [REDACTED]

Texas Agricultural Experiment Station  
And  
Texas Engineering Experiment Station  
(together hereinafter "BioEnergy Alliance")  
And  
Chevron Technology Ventures, a division of Chevron U.S.A. Inc  
(hereinafter "CTV")

Research Project Specification Order #2

Pursuant to the Agreement between Chevron Technology Ventures, a division of Chevron U.S.A. Inc. and BioEnergy Alliance dated April 9, 2007, BioEnergy Alliance will undertake the research project as defined in this specification order, as follows:

1. Work to be performed shall be in accordance with the scope of work attached, which will include at least:
  - a. A detailed description of the work to be performed
  - b. A list of personnel that will work on the project
  - c. Specific project milestones
  - d. Processes and equipment that will be used including the cost of such equipment
  - e. Potential commercial applications
  - f. Research Project Budget including the funding amounts required and the date they are to be provided.
  - g. BioEnergy Alliance Representations regarding all Background Technology required for performing the Project including any field of use limitations and applicable third party rights.
  
2. The Project is subdivided into two separate Components. The total estimated cost for this Research Project Specification order is \$5,411,905. The not-to-exceed total is \$1,010,976 for Component 1 and \$ 4,400,929 for Component 2. The total cost is assigned to each of six Technical Plans as per following schedule:
  - a. Technical Plan Component No 1 [REDACTED] & Evaluation
    - i. Total estimated cost and not-to-exceed amount is \$ 323,439.
    - ii. The period of performance is August 1, 2008 through April 08, 2011.
    - iii. Written Progress Reports are due as follows.  
Once Every Quarter -First Report Due December 1, 2008
    - iv. Written Progress Reports shall contain the following.
      - a. Update on ongoing activities and results within last 3 months
      - b. Project Timeline must include outline of milestones and deliverables for duration of project. (This should be in a simple format).

withhold [REDACTED] sections, pages  
under Tex. Gov't Code, 552.101  
and Tex Educ. Code, 51.914 (1)(2)

- c. Outline of defined deliverables over next 3 months.
      - d. Updated spending report (Budget Review)
    - v. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates. Once Every Quarter -First Meeting: December 2008
  - b. Technical Plan Component No 1. [REDACTED]
    - i. Total estimated cost and not-to-exceed amount is \$ 341,340.
    - ii. The period of performance is August 1. 2008 through April 08. 2011.
    - iii. Written Progress Reports are due as follows.  
Once Every Quarter -First Report Due December 1. 2008
    - iv. Written Progress Reports shall contain the following.
      - e. Update on ongoing activities and results within last 3 months
      - f. Project Timeline must include outline of milestones and deliverables for duration of project. (This should be in a simple format).
      - g. Outline of defined deliverables over next 3 months.
      - h. Updated spending report (Budget Review)
    - v. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates. Once Every Quarter -First Meeting: December 2008
  - c. Technical Plan Component No 1. [REDACTED]
    - i. Total estimated cost and not-to-exceed amount is \$ 346,197.
    - ii. The period of performance is August 1. 2008 through April 08. 2011.
    - iii. Written Progress Reports are due as follows.  
Once Every Quarter -First Report Due December 1. 2008
    - iv. Written Progress Reports shall contain the following.
      - a. Update on ongoing activities and results within last 3 months
      - b. Project Timeline must include outline of milestones and deliverables for duration of project. (This should be in a simple format).
      - c. Outline of defined deliverables over next 3 months.
      - d. Updated spending report (Budget Review)
    - v. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates. Once Every Quarter -First Meeting: December 2008
  - d. Technical Plan Component No 2. [REDACTED] Breeding
    - i. Total estimated cost and not-to-exceed amount is \$ 1,806,780.
    - ii. The period of performance is August 1. 2008 through April 08. 2011.
    - iii. Written Progress Reports are due as follows.  
Once Every Quarter -First Report Due December 1. 2008
    - iv. Written Progress Reports shall contain the following.

- a. Update on ongoing activities and results within last 3 months
  - b. Project Timeline must include outline of milestones and deliverables for duration of project. (This should be in a simple format).
  - c. Outline of defined deliverables over next 3 months.
  - d. Updated spending report (Budget Review)
- v. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates. Once Every Quarter -First Meeting: December 2008
- e. Technical Plan Component No 2. [REDACTED]
  - i. Total estimated cost and not-to-exceed amount is \$ 820,994.
  - ii. The period of performance is August 1. 2008 through April 08. 2011.
  - iii. Written Progress Reports are due as follows.  
Once Every Quarter -First Report Due December 1. 2008
  - iv. Written Progress Reports shall contain the following.
    - a. Update on ongoing activities and results within last 3 months
    - b. Project Timeline must include outline of milestones and deliverables for duration of project. (This should be in a simple format).
    - c. Outline of defined deliverables over next 3 months.
    - d. Updated spending report (Budget Review)
  - v. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates. Once Every Quarter -First Meeting: December 2008
- f. Technical Plan Component No 2. [REDACTED]
  - i. Total estimated cost and not-to-exceed amount is \$ 1,773,155.
  - ii. The period of performance is August 1. 2008 through April 08. 2011.
  - iii. Written Progress Reports are due as follows.  
Once Every Quarter -First Report Due December 1. 2008
  - iv. Written Progress Reports shall contain the following.
    - a. Update on ongoing activities and results within last 3 months
    - b. Project Timeline must include outline of milestones and deliverables for duration of project. (This should be in a simple format).
    - c. Outline of defined deliverables over next 3 months.
    - d. Updated spending report (Budget Review)
  - v. Project Review Meetings will be held (monthly, quarterly or annually) on approximately the following dates. Once Every Quarter -First Meeting: December 2008

3. The Parties will include initial terms of any potential exclusive licensing arrangements that may be discernable at the time the Project Research Specification Order is negotiated including but not limited to arrange of royalty that would be required to exercise CTV's or CTV's Affiliates' exclusive license option as required in Article 6.6.2 of the Agreement.
4. Pursuant to the Section 6.6.3 of the Agreement, the parties hereby agree that for an exclusive license applicable to this Research Project Specification the royalty range described in Section 6.6.3 of the Agreement shall be \_\_\_\_\_
- 5 Pursuant to the Section 7.2 of the Agreement, all communications regarding the technical and programmatic aspects of this Research Project Specification shall be between CTV and BioEnergy Alliance researchers identified below:

If to CTV:

Michelle Y. Long  
Biofuels Feedstock Manager

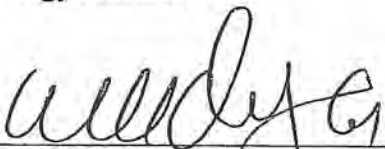
If to BioEnergy Alliance:

Diane M. Gilliland  
Texas AgriLife Research  
Contracts and Grants  
2147 TAMU  
College Station, Texas 77843-2147

Terms and conditions of the Agreement apply.

Acknowledged and Accepted:  
BioEnergy Alliance

Chevron Technology Ventures, LLC

By: 

By: \_\_\_\_\_

Title: Deputy Director

Title: \_\_\_\_\_

Date: 21 / 5 / 08

Date: \_\_\_\_\_

[REDACTED] **Development for** [REDACTED]

Submitted to:

**Chevron Technology Ventures**

Submitted by:

Mike Gould, Professor and Center Director  
*AgriLife Research and Extension Center in Weslaco*

John Mullet, Professor of Biochemistry and Biophysics  
*Institute for Plant Genomics and Biotechnology*

Texas AgriLife Research

Contacts:

Bob Avant  
Bioenergy Program Director  
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Bill F. McCutchen  
Associate Director  
Texas AgriLife Research  
bmccutchen@tamu.edu

1 February 2008

The various units in Texas A&M Agriculture are uniquely positioned to conduct research leading to the development of high-biomass energy cane with optimal compositions and to assess the effects of compositional changes on conversion efficacy in different conversion processes. Scientists in the various on-campus departments as well as in the

Agricultural Research and Extension Centers across the state have extensive experience in genomics, breeding, molecular biology, biotechnology, and cell-wall structure analysis for a wide range of high-biomass crops, including energy canes and other grasses. Texas A&M has a strong history of cutting-edge crop improvement programs, specifically for biomass and biofuel production. The Texas A&M sorghum genome program provides a well-developed platform for gene discovery and trait identification, not only for sorghum but also for closely related crops such as sugarcane and energy cane. Coupled with Texas A&M's well-established programs in sugarcane breeding, molecular marker identification and genetic transformation, this combination provides a unique opportunity to accelerate the design of dedicated energy cane crops. These programs provide an advanced starting point for the generation and deployment of enhanced energy canes specifically designed for a wide range of conversion processes.





These studies will be conducted by faculty members at several locations throughout the Texas A&M System to maximize synergies arising from simultaneous studies of related genomes.

Technological advances resulting from these studies can be transferred to our variety development programs for energy cane in order to provide the required broad spectrum of potential energy crops for the diverse range of production scenarios across Texas, the southern United States, and beyond.





















### **Research Team**

Texas A&M Agriculture has assembled a premier team of distinguished research scientists in order to successfully achieve the objectives of the programs outlined in this proposal. In addition to the Principal Investigators listed on the first page, the team consists of the following scientists drawn from research locations across the State:

- **Bill Rooney**, Professor of Plant Breeding and Genetics, Department of Soil and Crop Sciences
- **Martin Dickman**, Director, Institute for Plant Genomics and Biotechnology
- **Patricia Klein**, Associate Professor, Institute for Plant Genomics and Biotechnology
- **Jorge da Silva**, Associate Professor of Plant Breeding and Genetics, Agricultural Research and Extension Center in Weslaco
- **T. Erik Mirkov**, Professor of Plant Pathology and Microbiology, Agricultural Research and Extension Center in Weslaco
- **Ted Wilson**, Professor and Center Director, Agricultural Research and Extension Center in Beaumont



## Budget

Component No. 1 (By Project)	2008	2009	2010	2011	Total
<b>Bill Rooney</b>					
Principal Investigator	0	0	0	0	0
Research Associate - PostDoc	30,334	37,856	39,370	10,236	117,796
Technicians	0	0	0	0	0
Grad Student/Field Workers (wage)	5,200	6,490	6,749	1,755	20,194
Fringe Benefits	11,774	14,656	15,242	3,963	45,605
Nonexpendable Equipment					0
Material & Supplies	12,000	12,000	10,000	0	34,000
Travel	1,500	1,600	1,600	0	4,700
<b>Total Direct Costs</b>	<b>60,778</b>	<b>72,602</b>	<b>72,961</b>	<b>15,954</b>	<b>222,295</b>
Indirect Costs @ 45.5% Modified Direct Cost	27,653	33,034	33,197	7,259	101,144
<b>Total Amount of Request</b>	<b>88,432</b>	<b>105,636</b>	<b>106,158</b>	<b>23,213</b>	<b>323,439</b>
<b>NIR - Bill Rooney</b>					
Principal Investigator	0	0	0	0	0
Research Associate - PostDoc	0	0	0	0	0
Technicians	6,934	8,653	8,999	2,340	26,926
Grad Student/Field Workers (wage)	25,436	31,745	33,015	8,584	98,780
Fringe Benefits	6,410	8,000	8,319	2,163	24,892
Nonexpendable Equipment	24,000				24,000
Material & Supplies	15,000	20,000	20,000	5,000	60,000
Travel	0	0	0	0	0
<b>Total Direct Costs</b>	<b>77,780</b>	<b>68,398</b>	<b>70,330</b>	<b>18,087</b>	<b>234,598</b>
Indirect Costs @ 45.5% Modified Direct Cost	35,390	31,121	32,002	8,230	106,742
<b>Total Amount of Request</b>	<b>113,170</b>	<b>99,519</b>	<b>102,335</b>	<b>26,317</b>	<b>341,340</b>
<b>John</b>					
Faculty Investigator (Bianchi)	12,143	12,143	0	0	24,286
Research Associate - PostDoc	10,000	40,000	40,000	10,000	100,000
Technicians	7,500	10,000	10,000	2,500	30,000
Grad Student/Field Workers (wage)	0	0	0	0	0
Fringe Benefits	3,150	9,000	9,000	2,500	23,650
Nonexpendable Equipment					0
Material & Supplies	15,000	20,000	20,000	5,000	60,000
Travel	0	0	0	0	0
<b>Total Direct Costs</b>	<b>47,793</b>	<b>91,143</b>	<b>79,000</b>	<b>20,000</b>	<b>237,936</b>
Indirect Costs @ 45.5% Modified Direct Cost	21,745	41,470	35,945	9,100	108,261
<b>Total Amount of Request</b>	<b>69,539</b>	<b>132,613</b>	<b>114,945</b>	<b>29,100</b>	<b>346,197</b>
<b>Component 1 Total Amount Requested</b>	<b>271,141</b>	<b>337,768</b>	<b>323,438</b>	<b>78,630</b>	<b>1,010,976</b>

Component No. 2 (By Project)	2008	2009	2010	2011	Total
<b>Jorge daSilva</b>					
Principal Investigator	7,800	9,734	10,124	2,632	30,290
Research Associate - PostDoc	39,433	49,213	51,181	13,307	153,134
Technicians	21,233	26,499	27,559	7,165	82,456
Student/Field Workers (wage)	83,040	103,704	107,852	28,042	322,638
Fringe Benefits	64,800	80,870	84,105	21,867	251,642
Nonexpendable Equipment	423,000				423,000
Material & Supplies	20,000	24,960	25,958	6,749	77,667
Travel	8,667	10,816	11,249	2,925	33,657
Total Direct Costs	<del>1,067,973</del> 244,973	305,796	318,028	82,687	951,484
Indirect Costs @ 45.5% Modified Direct Cost	<del>110,833</del> 111,463	139,137	144,703	37,623	432,296
<b>Total Amount of Request</b>	<b>778,806</b>	<b>444,933</b>	<b>462,731</b>	<b>120,310</b>	<b>1,806,780</b>
<b>Erik Mirkov &amp; Martin</b>					
Dickman					
Principal & CoPI Investigator	10,000	12,480	12,980	3,375	38,835
Research Associate - PostDoc	75,834	94,640	98,425	25,591	294,490
Technicians					
Student/Field Workers (wage)	4,994	6,232	6,481	1,685	19,392
Fringe Benefits	25,540	31,335	32,049	8,198	97,122
Nonexpendable Equipment	25,000				25,000
Material & Supplies	20,000	24,000	24,000	6,000	74,000
Travel	4,167	5,000	5,000	1,250	15,417
Total Direct Costs	165,535	173,687	178,935	46,099	564,256
Indirect Costs @ 45.5% Modified Direct Cost	75,319	79,028	81,416	20,975	256,738
<b>Total Amount of Request</b>	<b>240,854</b>	<b>252,715</b>	<b>260,351</b>	<b>67,074</b>	<b>820,994</b>
<b>Agronomist to be hired (Weslaco)</b>					
Principal Investigator	4,333	10,816	11,249	2,925	29,323
Research Associate - PostDoc	19,716	49,213	51,181	13,307	133,417
Technicians	10,616	26,499	27,559	7,165	71,839
Student/Field Workers (wage)	20,773	51,852	53,926	14,021	140,572
Fringe Benefits	21,343	53,274	55,405	14,405	144,427
Nonexpendable Equipment	370,000				370,000
Material & Supplies	10,833	27,040	28,122	7,312	73,307
Travel	4,333	10,816	11,249	2,925	29,323
Total Direct Costs	91,948	229,510	238,691	62,060	622,209
Indirect Costs @ 45.5% Modified Direct Cost	0	41,836	104,427	28,237	283,104
<b>Total Amount of Request</b>	<b>503,784</b>	<b>333,937</b>	<b>347,295</b>	<b>90,297</b>	<b>1,275,313</b>

<b>Component No. 2 (continued)</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>Total</b>
<b>Ted Wilson</b> (Beaumont)					
Principal Investigator	0	0	0	0	0
Research Associate - PostDoc	12,020	30,014	31,215	8,116	81,365
Technicians	0	0	0	0	0
Student/Field Workers (wage)	13,844	34,568	35,951	9,347	93,710
Fringe Benefits	16,291	40,678	42,305	10,999	110,273
Nonexpendable Equipment	40,000				40,000
Material & Supplies	3,249	8,112	8,436	2,193	21,990
Travel	1,083	2,704	2,812	731	7,330
Total Direct Costs	46,486	116,076	120,719	31,387	314,668
	0				
Indirect Costs @ 45.5% Modified Direct Cost	21,151	52,815	54,927	14,281	143,174
<b>Total Amount of Request</b>	<b>107,637</b>	<b>168,891</b>	<b>175,646</b>	<b>45,668</b>	<b>497,842</b>
<hr/>					
<b>Component 2 Total Amount Requested</b>	<b>1,631,081</b>	<b>1,200,476</b>	<b>1,246,023</b>	<b>323,349</b>	<b>4,400,929</b>
<hr/>					
<b>GRAND TOTAL AMOUNT REQUESTED</b>	<b>1,902,222</b>	<b>1,538,244</b>	<b>1,569,461</b>	<b>401,979</b>	<b>5,411,905</b>

### Budget Justification

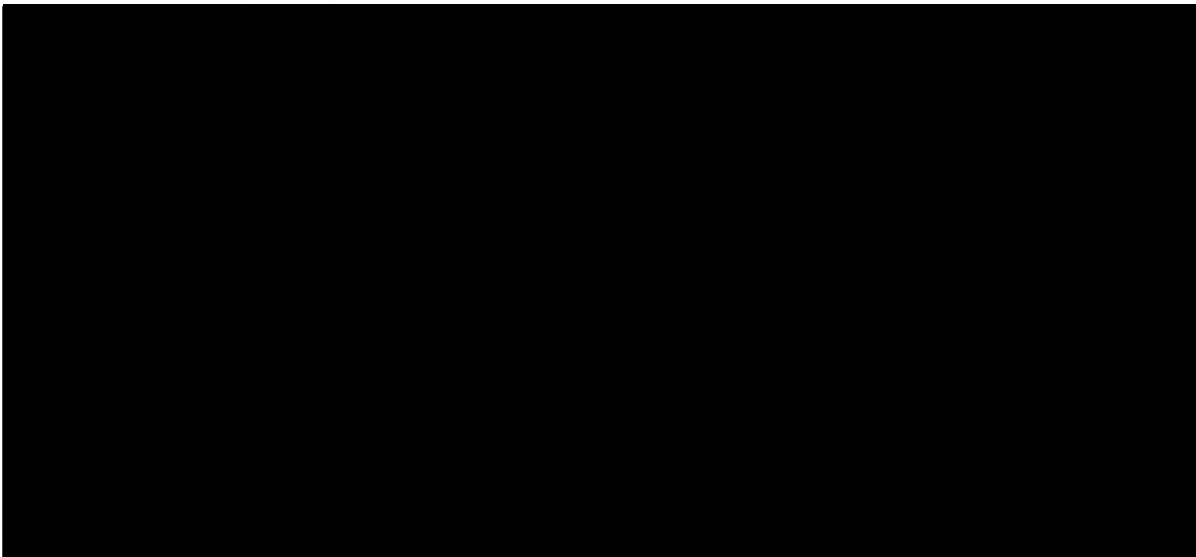
**Component 1.** The budget in all aspects contains salaries for research associates, post-doctoral scientists, graduate students and hourly student workers. This mix of labor is necessary to coordinate and carry out the proposed field and lab aspects of this research. A limited amount of funding is distributed throughout the proposal for capital equipment. In year 1, funds are allocated for the purchase of driers and grinders necessary for sample preparation. In year 2, funds are allocated for the purchase of a pickup for fieldwork. Each of these items will be used throughout the life of the project.

**Component 2.** The budget contains salaries for Research Associates, Lab Technicians and other workers necessary to carry out all of the laboratory and field aspects of the proposed research program. A number of nonexpendable equipment items are included in the first year's budget. These items are required to complete the research program and include the following:

Dr. da Silva



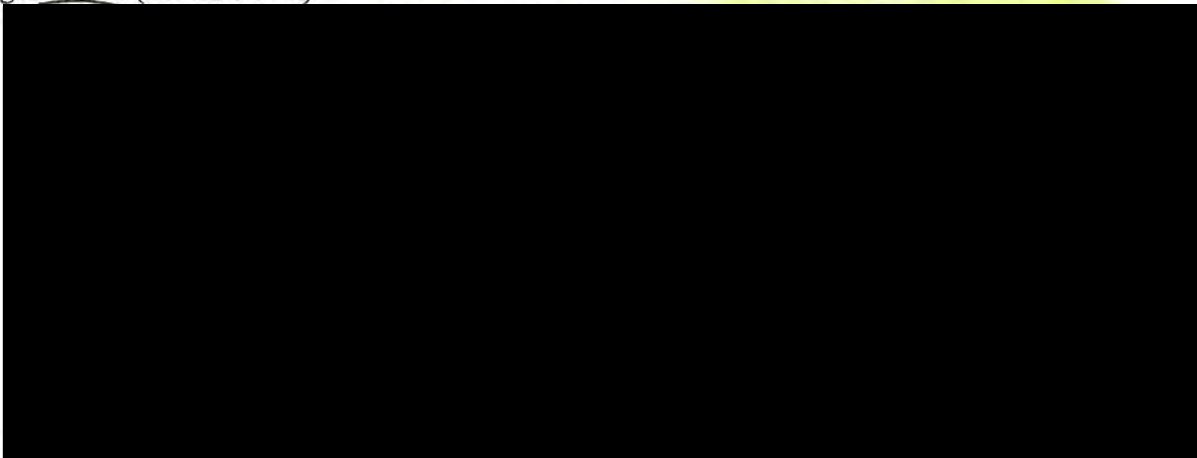




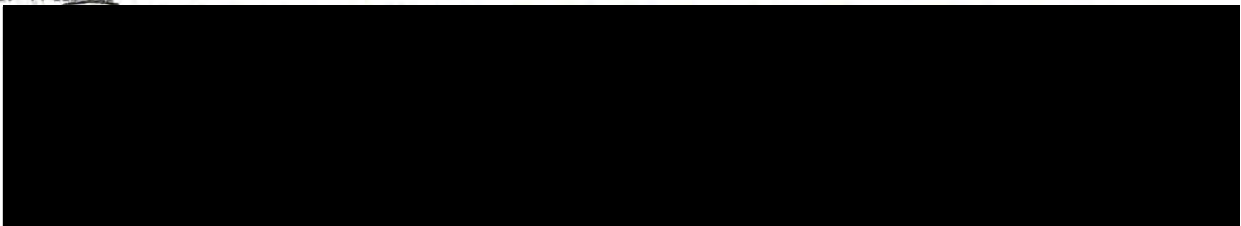
Dr. Mirkov and Dr. Dickman



Agronomist (To Be Hired)



Dr. Wilson



## References

- Huber, G., Iborra, S., and A. Corma. (2006) Synthesis of transportation fuels from biomass: chemistry, catalysts, and engineering. *Chem. Rev.* 106: 4044–4098.
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Texas AgriLife Research  
And

Chevron Technology Ventures, a division of Chevron U.S.A. Inc  
(hereinafter "CTV")

Research Project Specification Order

Pursuant to the Research Agreement ("Agreement") between Chevron Technology Ventures, a division of Chevron U.S.A. Inc, and BioEnergy Alliance dated April 9, 2007, BioEnergy Alliance, will undertake the research project as defined in this specification order, as follows:

1. Work to be performed shall be in accordance with the scope of work attached (Appendix A), which will include at least:
  - a. A detailed description of the work to be performed
  - b. A list of personnel that will work on the project
  - c. Specific project milestones
  - d. Processes and equipment that will be used including the cost of such equipment
  - e. Potential commercial applications
  - f. Research Project Budget including the funding amounts required and the date they are to be provided.

2. The Project is detailed as follows:

- a. The project is subdivided into five tasks, as follows:
  - Task 1. [Redacted]
  - Task 2. [Redacted]
  - Task 3. [Redacted]
  - Task 4. [Redacted]
  - Task 5. [Redacted]

b. The total estimated cost and not-to-exceed amount for this Research Project Specification order is \$ 38,700.00, payable upon execution of the Research Project Specification Order and receipt of invoice.

c. Total estimated cost is broken down as follows:

1. [Redacted] delivery and transport from California	\$1,200.00
2. [Redacted] analysis	\$7,500.00
3. Rental/Equipment Use Fee (TAMU FBG = \$500/day x 60 days)	\$30,000.00

d. The period of performance is September 1, 2009 through Feb 28, 2010.

*withhold [Redacted] sections  
under Tex. Gov't Code 552.101  
and Tex. Educ. Code 51.914(1)*

- e. Written Progress Reports are due as follows:
    - 1. Once every month, prior to Review Meetings
  - f. Written Progress Reports shall contain the following.
    - 1. Update on ongoing activities and results within last month
    - 2. Outline of defined deliverables over next month
  - g. Project Review Meetings (via conference call) will be held monthly on approximately the following dates:
    - 1. First Meeting: [REDACTED] October 30, 2009
    - 2. Second Meeting: [REDACTED] November 30, 2009
    - 3. Third Meeting: [REDACTED] December 18, 2009
    - 4. Fourth Meeting: [REDACTED] - January 15, 2010
    - 5. Fifth Meeting: [REDACTED] February 12, 2010
3. The Parties acknowledge that the Agreement states that the Parties will endeavor to include initial terms of any potential exclusive licensing arrangements that may be discernable at the time the Project Research Specification Order is negotiated including but not limited to a range of royalty that would be required to exercise CTV's or CTV's Affiliates' exclusive license option as required in Article 6.6.2 of the Agreement. In light of the preliminary and exploratory nature of this short-term Research Project, the Parties agree that commercial applications and licensing arrangements are not discernable at this time and agree to delay discussions regarding licensing until, and if, Project IP is identified.
4. Pursuant to the Section 7.2 of the Agreement, all communications regarding the technical and programmatic aspects of this Research Project Specification shall be between CTV and BioEnergy Alliance researchers identified below:

If to CTV:

Attn: Dewey McLemore  
Chevron Technology Ventures  
3901 Briarpark Drive, Rm. 647  
Houston, TX 77042  
713-954-6320  
DMclemore@chevron.com

If to BioEnergy Alliance:

Attn: Dr. Sergio Capareda  
Biological and Agricultural Engineering Department  
303D Scoates Hall MS 2117  
Texas A&M University  
College Station, Texas 77843-2117

979-458-3028  
scapareda@tamu.edu

Terms and conditions of the Agreement apply.

Acknowledged and Accepted:

TEXAS AGRILIFE RESEARCH  
of the Texas A&M University System

By Bill M. Wald

Title Assoc. Director

Date 12-7-09

CHEVRON TECHNOLOGY VENTURES,  
a division of Chevron U.S.A. Inc.

By J. Hornax

Title Vice President

Date 11/3/09

**Appendix A – Research Specification Order # \_\_\_\_\_**

**Scope of Work**

**Title:** 

**Proponent:** Sergio Capareda, Bioenergy Testing and Analysis Lab, Texas A&M University  
E-mail: [scapareda@tamu.edu](mailto:scapareda@tamu.edu); Tel: 979-458-3028

The work will be performed by:

- Sergio Capareda
- (List any other individuals who will be working on the project)

**Detailed Experimental Plan/Methodology**

**Task 1.** 

**Task 2.** 

**Task 3.** 

**Task 4.**

**Task 5 Project Reporting.** Monthly report will be provided.

**Time Line**

Activities	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1.	x	x	x	x												
Task 2.			x	x	x	x	x	x	x	x						
Task 3.					x	x	x	x	x	x	x	x				
Task 4.									x	x	x	x	x	x		
Task 5 Report writing				x				x				x				x

**Deliverables and Due Date:**

1. [Redacted] - November 6, 2009
2. Report [Redacted]
3. [Redacted] January 8, 2010
4. [Redacted] February 5, 2010

**Budget Requirement**

Rental/Equipment Use Fee (TAMU FBG = \$500/day x 60 days)	\$30,000.00
Feedstock Analysis	\$7,500.00
Feedstock delivery and Transport from California	\$1,200.00
<b>Total Cost:</b>	<b>\$38,700.00</b>