EXTENSION OF MEMORANDUM OF UNDERSTANDING

THIS SUPPLEMENTAL MEMORANDUM, made and entered into this 13th day of March, 1958, by and between the ASSOCIATION OF AMERICAN RAILROADS, hereinafter referred to as the Association, and the NORTH CAROLINA AGRICULTURAL EXPERIMENT STATION OF NORTH CAROLINA STATE COLLEGE, hereinafter referred to as the Station, WITNESSETH THAT:

WHEREAS, the Station and the Association entered into an understanding dated February 23, 1956, with respect to an investigation and research to determine methods for the chemical control of vegetation on railroads; and

WHEREAS, said original memorandum of understanding of February 23, 1956 was extended through December 31, 1957 by supplemental agreement of February 19, 1957; and

WHEREAS, the parties desire to continue the investigation through December 31, 1958, and to make provision for an additional sum from the Association to cover expenses for such extended period;

NOW, THEREFORE, the parties agree that the term of the original memorandum of understanding shall be extended through December 31, 1958, that the investigation shall continue through such extended period; and that the Association will make available to the Station for the investigation during the extended period from January 1, 1958 through December 31, 1958, the sum of three thousand five hundred dollars ($3,500.00) under the same terms and conditions as set forth in the original memorandum; except that the above sum shall be payable on April 15, 1958.

IN WITNESS WHEREOF, the parties have signed their names and the day and year first above written.

NORTH CAROLINA AGRICULTURAL EXPERIMENT STATION OF NORTH CAROLINA STATE COLLEGE

By ________________________________

Date: Jan. 29, 1958

ASSOCIATION OF AMERICAN RAILROADS

By ________________________________

President

Date: ________________________________
EXTENSION OF MEMORANDUM OF UNDERSTANDING

THIS SUPPLEMENTAL MEMORANDUM, made and entered into this 19th day of February, 1957, by and between the ASSOCIATION OF AMERICAN RAILROADS, hereinafter referred to as the Association, and the NORTH CAROLINA AGRICULTURAL EXPERIMENT STATION OF NORTH CAROLINA STATE COLLEGE, hereinafter referred to as the Station, WITNESSETH THAT:

WHEREAS, the Station and the Association entered into an understanding dated February 23, 1956, with respect to an investigation and research to determine methods for the chemical control of vegetation on railroads; and

WHEREAS, the parties desire to continue the investigation through December 31, 1957, and to make provision for an additional sum from the Association to cover expenses for such extended period;

NOW, THEREFORE, the parties agree that the term of the original memorandum of understanding shall be extended through December 31, 1957, that the investigation shall continue through such extended period; and that the Association will make available to the Station for the investigation during the extended period from January 1, 1957 through December 31, 1957, the sum of three thousand dollars ($3,000.00), under the same terms and conditions as set forth in the original memorandum; except that the above sum shall be payable on March 1, 1957.

IN WITNESS WHEREOF the parties have signed their names and the day and year first above written.

NORTH CAROLINA AGRICULTURAL EXPERIMENT STATION OF NORTH CAROLINA STATE COLLEGE

ASSOCIATION OF AMERICAN RAILROADS

By ____________________________  By ____________________________

President

MEMORANDUM OF UNDERSTANDING

Between the
NORTH CAROLINA AGRICULTURAL EXPERIMENT STATION
NORTH CAROLINA STATE COLLEGE
Raleigh, North Carolina

and the
ASSOCIATION OF AMERICAN RAILROADS

THIS AGREEMENT, made and entered into this , 1956,
by and between the North Carolina Agricultural Experiment Station of North
Carolina State College, hereinafter called the STATION, and the Association
of American Railroads, hereinafter called the ASSOCIATION.

PURPOSE: It is the desire of the Station and the Association mutually
to support research for the purpose of developing better methods of soil
sterilization to prevent all plant growth, and of controlling noxious weeds,
brush and other undesirable plants. It is the belief of the cooperating
parties that this investigation will be to their mutual benefit and to the
benefit of the people of North Carolina.

AGREEMENT: The contracting parties agree as follows:

I. The Association agrees:

A. To pay the Treasurer of North Carolina State College the sum
of $500.00 upon ratification of this agreement.

B. To endeavor to arrange with certain of its members operating
in North Carolina for the use of roadbed and right-of-way
areas suitable for research work under this Agreement.

II. The Station agrees:

A. That the Director of the North Carolina Agricultural Experi-
ment Station or his designated representative will act for
the Station in administering this Agreement under the terms
of this contract. The research work will be under the imme-
diate supervision of Glenn C. Klingman.

B. To make available such qualified personnel, physical facilities
and services as the Station possesses, and as may be required
to carry out the terms of this Agreement.

C. To conduct such experiments on the control of annual and
perennial weeds, and particularly perennial grasses, under
roadbed conditions as may be mutually agreed upon.

D. To prepare such interim reports as may be mutually agreed
upon and an annual report on or about January 1, 1957. If
the work justifies, an annual report suitable for publication
in the Bulletin of the American Railway Engineering Assoca-
tion will be prepared.
III. It is mutually understood and agreed that:

A. Funds made available to the Station under the terms of this Agreement shall be expended in accordance with the fiscal regulations governing the said station.

B. The Station may publish the findings made from these studies, but will submit all manuscripts to the Association in reasonable time for comments and criticisms to be received and considered prior to publication. The Station reserves the right to accept or reject such suggestions and to be the final judge of what it will publish. Acknowledgment of the aid provided by the Association will be made in such publications. The Association shall have the right to make such use of the reports or any part thereof as it may desire, but only after their release for publication unless otherwise agreed to by the Station. Nothing contained in this paragraph, nor in any other provision of this Agreement shall be interpreted as prohibiting the Association from making available to its railroad members the progress or the results of the investigations at such time or times as it sees fit.

C. The name of either party to this Agreement shall not be used by the other in any advertising, publicity or news release, etc., related to the work undertaken under the terms of this Agreement without the prior, written consent of the other.

D. The Station shall have control of the disposal of the right to any patentable discoveries made in the course of the work carried on by the Station under the terms of this Agreement and of any patents covering such discoveries. The Station agrees to take all steps necessary to secure letters of patent or copyright when requested to do so by the Association. When so requested to do so by the Association, the expense incident thereto will be reimbursed by the Association and the Association and any of its members shall be given free use of the patent as nonexclusive licensees. In the event the Association does not wish to assume the expense of securing a patent or copyright, the Station may, in its discretion, do so and the Association and any of its member companies shall be given nonexclusive licenses or substantially similar terms as other licensees.

E. This Agreement shall remain in force until December 31, 1956. It may be extended in its present or a modified form by mutual agreement; such extensions to be made in writing.
IN WITNESS WHEREOF, the parties have signed their names and the day and year first above written.

[Signature]

Date

President, Association of American Railroads

[Signature]

Date

Dr. R. L. Lovvorn, Acting Director of Research, School of Agriculture, North Carolina State College