

## SPONSORED RESEARCH AGREEMENT

The Coca Cola Company ("**Sponsor**") and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College represented by Pennington Biomedical Research Center, a component of the Louisiana State University System duly organized and existing under the Laws of the State of Louisiana ("**PBRC**") enter into this Research Agreement (the "**Agreement**") effective as of the last date of signature of each of the parties ("Effective Date"). PBRC and Sponsor are also referred to herein individually as a "Party" and collectively as "Parties".

**WHEREAS** PBRC's participation in the Project is to essentially plan and design an international collaborative study on physical activity and obesity in childhood.

**THEREFORE** in consideration of the mutual obligations set forth in this Research Agreement, Sponsor and PBRC have agreed as follows:

### Article 1 - Definitions

- 1.1 "**Project**" shall mean the project described in Appendix A, under the direction of Dr. Peter Katzmarzyk and Dr. Timothy Church, as Principal Investigators.
- 1.2 "**Project Period**" means the period from the Effective Date up through one year after the Effective Date.

### Article 2 - Research Work

- 2.1 PBRC shall use its best efforts to perform the Project substantially in accordance with the terms and conditions of this Agreement.
- 2.2 In the event that either or both of the Principal Investigators become unable to continue work on the Project, PBRC shall promptly advise Sponsor. If Sponsor and PBRC cannot agree on a qualified replacement scientist within thirty (30) days after the Principal Investigator(s) cease work on the Project, Sponsor may terminate this Agreement.

### Article 3 - Reports and Conferences

- 3.1 PBRC shall provide written progress reports to Sponsor. During the term of this Agreement, representatives of PBRC and Sponsor shall discuss, at mutually convenient times, the progress and results of the Project, ongoing plans for the Project, and any proposed changes to the Project.

#### **Article 4 - Costs, Billings, and Other Support**

- 4.1 The total fixed amount Sponsor shall pay PBRC under this Agreement is One Million Dollars (\$1,000,000). Payment will be made according to the following schedule set forth in the attached Appendix B:
- 4.2 Check shall be payable to Pennington Biomedical Research Center, and shall be mailed to:
- Director of Fiscal Operations  
Pennington Biomedical Research Center  
6400 Perkins Road  
Baton Rouge, Louisiana 70808
- 4.3 Upon early termination of this Agreement, other than for a material breach, Sponsor will be responsible for compensating PBRC for all authorized, non-cancelable commitments for costs incurred or to be incurred as a result of the performance of the Project under this Agreement as of the date of termination and in accordance with the Schedule of Payments in Appendix B less the prorated value of the percent effort not actually worked and cancelable commitments including, but not limited to, travel and expenses. In no event will Sponsor be obligated to compensate PBRC more than the total amount of the budget One Million Dollars (\$1,000,000). If the amount Sponsor has paid to PBRC prior to the date of termination exceeds the amount of actual percent effort worked and cancelable commitments for costs incurred or to be incurred at the date of termination, PBRC will reimburse Sponsor for the excess

#### **Article 5 - Publicity**

- 5.1 Without prior written approval of the other Party, the Parties will not publish or use any advertising, trademarks, logos, sales promotion or publicity matter relating to services, equipment, materials, products and reports wherein the names of the other Party, its subsidiaries, affiliates and/or (in the case of Sponsor) authorized bottlers are mentioned or their identity implied. PBRC consents to the use of their name without prior approval solely for internal communications such as in a business plan or the like. To the extent allowed by law, PBRC will not disclose or otherwise publicize the existence of this Agreement or additional work with Sponsor.

#### **Article 6 – Publication Rights and Use of Project Results**

- 6.1 Publication. Sponsor and PBRC shall have the right to publish information gained in the course of performing the Project after all final reports have been delivered. Principal Investigators and PBRC agree to notify the Sponsor in writing of any decision to publish or present the results of the Project as soon as possible after such a decision has been made.

- 6.2** Review Rights. Each Party agrees to submit to the other Party, for review, the draft of any proposed oral or written disclosure of the results at least sixty (60) days in advance of any disclosure of such. The Party preparing such disclosure shall consider any suggestions from the other Party concerning the disclosure, but is not bound to incorporate such suggestions in any oral or written publications, except for redaction of Information as necessary for the PBRC to fulfill its obligations of confidentiality under Article 7. At the expiration of the sixty (60) day period, Principal Investigator(s) may proceed with the publication of the manuscript unless it has received written notice from Sponsor that it wishes to delay publication if Sponsor reasonably believes Sponsor's proprietary information is contained in the proposed manuscript until proprietary information is removed or a patent application is submitted. Sponsor will have an additional (90) days to file a patent application on its proprietary information. At the expiration of this ninety (90) day period, Principal Investigator (s) may proceed with publication.
- 6.3** Public Acknowledgment. Publication shall acknowledge authorship according to those significantly involved in the Study. PBRC agrees that if Sponsor so requests, and only if Sponsor requests, substantive releases and/or written reports contemplated by this Article 6 may include language to the effect that "The Study was funded by Coca-Cola".

## **Article 7 - Non-Disclosure**

- 7.1** The parties agree to limit access to and protect confidential and/or proprietary information received from the other party in connection with this Agreement. Such confidential and/or proprietary information ("Confidential Information") shall mean any and all information, data, designs, drawings, memoranda, methods, models, prototypes, inventions, research findings (including the Research Results referenced in Section 4), know-how, intellectual property, business plans and strategies, samples or specifications furnished by the party disclosing said Confidential Information (the "Disclosing Party") to the party receiving said Confidential Information (the "Receiving Party") in connection with this Agreement. Notwithstanding the foregoing, the confidentiality commitments for Confidential Information set forth above shall not extend to any portion of that which: (a) is already in the Receiving Party's possession at the time of disclosure by the Disclosing Party, as established by relevant documentary evidence; (b) is, or subsequently becomes, available to the public through no breach of the Receiving Party's obligations hereunder; (c) is subsequently and lawfully obtained from a third party who has obtained the Confidential Information through no breach of the Receiving Party's obligations hereunder; (d) is independently developed by the Receiving Party independently of and without reference to the Confidential Information; (e) is disclosed to a third party by the Disclosing Party, or by a parent, subsidiary or affiliate of the disclosing party, without a corresponding obligation of confidence; or (f) is required to be disclosed by law or government regulation. In the event either party becomes legally compelled to provide the Disclosing Party's Confidential Information, the Receiving Party shall: (i) provide reasonable prior notice of such required disclosure to the Disclosing Party to enable the Disclosing Party to seek to oppose or restrict the disclosure; (ii) cooperate with any attempt by the Disclosing Party to oppose or restrict

the disclosure; and (iii) only discloses such Confidential Information that is required to be disclosed. Each Party shall notify the other in the event of any actual or suspected unauthorized use or disclosure of Confidential Information of which the party has knowledge, and will cooperate in the investigation of such unauthorized use or disclosure.

The parties may disclose Confidential Information to their employees requiring access for these purposes; provided, however, that prior to making any such disclosures each such employee shall be subjected to the same obligations of confidentiality as disclosed herein Article 7.

- 7.2 The confidentiality obligations of this Article 7 shall continue until five (5) years after the termination of the Agreement.
- 7.3 This Agreement is not a grant of any right or license under any intellectual property rights (patents, trademarks, copyrights and trade secrets) owned or controlled by one party to the other party by implication, estoppel or otherwise, except that the Receiving Party shall have the limited right to use in order to perform and complete the Project under this Agreement

## **Article 8 - Intellectual Property Rights**

- 8.1 "New Invention or Discovery" shall mean any invention or discovery conceived or reduced to practice during and as part of the Research performed pursuant to this Agreement by PBRC's Principal Investigators, faculty, staff, employees, or students or jointly by such an individual or individuals with one or more employees of the Sponsor: Here and throughout this Agreement, the terms "conceived" and "reduced to practice" shall be given the meaning of those terms as they appear in 35 USC Section 102(g). New Inventions or Discoveries made solely by PBRC's Principal Investigators, faculty, staff, employees, or students shall be sole property of PBRC or its designated patent agent, in accordance with PBRC's patent policy. New Inventions or Discoveries made jointly by PBRC's faculty, staff, employees, or students with one or more employees of the Sponsor shall be owned jointly by PBRC and the Sponsor.
- 8.2 The parties mutually acknowledge that the United States Government, as a matter of statutory right under 35 USC Sections 200-212, holds or may hold a non-exclusive license and certain other rights under patents on inventions made as a consequence of research whose funding includes funds supplied by the United States Government. In the event either becomes aware of such funding in the future, the details of such funding shall be provided immediately to the Sponsor. In the event the United States Government has such rights or in the future is found to have such rights with respect to all or any New Inventions or Discoveries, any license contemplated under this Agreement, even if termed "exclusive" license, shall be understood to be subject to the rights of the United States Government, without any effect on the parties' remaining obligations, as set forth in the license or in this Agreement.
- 8.3 The right of publication by PBRC or its faculty, staff, employees or students, as indicated

in Article 6, shall not be affected by license to any New Invention or Discovery.

#### **Article 9 - Term and Termination**

- 9.1** This Agreement shall become effective upon the Effective Date and shall continue in effect for the full duration of the Project Period unless sooner terminated in accordance with the provisions of this Article 9, or of Paragraph 2.2. The parties may, however, extend the term of this Agreement for additional periods under mutually agreeable terms if the extension is reduced to writing and executed by both parties.
- 9.2** If either party commits any breach of or default in any of the terms or conditions of this Agreement, and fails to remedy that default or breach within thirty (30) days after receipt of written notice of the breach from the other party, the party giving notice at its option may, in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending a notice of termination in writing to the other party, and such a notice of termination shall be effective as of the date of its receipt.
- 9.3** It shall be clearly understood that under the circumstances of a material breach by PBRC and resultant election to terminate by Sponsor, then, as it will not be possible for this specific Project to be able to be continued with another third party investigator, all unexpended monies shall be returned to Sponsor.
- 9.4** If, through no fault or breach of either party, it is necessary to terminate the Project, then the parties will, in good faith, decide upon a pro rata amount of monies to be returned to Sponsor.

#### **Article 10 - Independent Contractors**

- 10.1** In the performance of all obligations under this Agreement:
- 10.1.1** Each party shall be an independent contractor, and therefore neither party shall be entitled to any benefits applicable to employees of the other party.
- 10.1.2** Neither party is authorized to act as agent for the other for any purpose; and neither party shall enter into any contract, warranty, or representation as to any matter on behalf of the other party. Neither party shall be bound by the acts or conduct of the other party.

#### **Article 11 - Insurance**

- 11.1** PBRC warrants and represents that PBRC has adequate liability insurance, such protection being applicable to PBRC's officers, employees, and agents while acting within the scope of their employment by PBRC; and that PBRC has no liability insurance policy as such that can extend protection to any other person.
- 11.2** Each party assumes any and all risks of personal injury and property damage attributable

to the negligent acts or omissions of that party and the officers, employees, and agents of that party.

#### **Article 12 - Obligation of Sponsor Parties to Defend and Indemnify Claims**

- 12.1** Sponsor shall indemnify, defend, and hold harmless PBRC and PBRC's agents, officers, board members, employees, and anyone for whom PBRC may be liable (collectively, "**Indemnitees**") against any and all claims, costs, or liabilities, including incidental and consequential damages, together with attorney's fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life, caused by the actions of Sponsor or of its officer's servants, agents, or by any third party acting on behalf of or under authorization from Sponsor in the performance of this Agreement.
- 12.2** PBRC shall indemnify, defend, and hold harmless Sponsor and Sponsor's agents, officers, board members, employees, and anyone for whom Sponsor may be liable (collectively, "**Indemnitees**") against any and all claims, costs, or liabilities, including incidental and consequential damages, together with attorney's fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life, caused by the actions of PBRC or of its officers, servants, agents, or by any third party acting on behalf of or under authorization from PBRC in the performance of this Agreement.

#### **Article 13 - Governing Law**

- 13.1** This agreement shall be governed & construed in accordance with applicable law.

#### **Article 14 - Assignment**

- 14.1** This Agreement shall not be assigned by either party without the prior written consent of the other party.

#### **Article 15 - Entire Agreement; Modification; Project Results; Other Research**

- 15.1** This Agreement constitutes the entire understanding between Sponsor and PBRC, and supersedes any prior Agreement or understanding on the same subject matter. Any modification or amendment to this Agreement shall not be effective unless and until reduced to writing and executed on behalf of both Sponsor and PBRC.
- 15.2** PBRC makes no representation of warranty regarding what the results of the Project will be.
- 15.3** During the term of this Agreement, specifically during the period in which the Principal Investigator(s) are performing services for the completion of this Project, it will not perform the exact same services for any business entities, their affiliates or subsidiaries involved in the manufacture, distribution and/or wholesale of non-alcoholic beverages of any kind (which includes water) except as Sponsor may, in its sole discretion, expressly authorize in writing.

## **Article 16 - Order of Precedence**

- 18.1** In the event of an otherwise irresolvable inconsistency, the inconsistency shall be resolved by giving precedence in the following order: (a) first, to the main body of this Research Agreement, (b) second, to the attached Statement of Work (Appendix A).

## **Article 17 - Severability**

- 17.1** If any part of this Agreement is deemed void or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Furthermore, in lieu of that invalid part, there shall be automatically added to this Agreement a provision as similar in terms to that invalid part as may be possible, legal, valid, and enforceable.

## **Article 18 - Remedies for Default**

- 18.1** Any claim or controversy arising out this Agreement shall be resolved by the provisions of LSA - R.S. 39:1524, 1525, and 1526.

## **Article 19 - Notices**

- 19.1** Notices, invoices, and communications shall be deemed made if given by registered or certified mail, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Sponsor: Linda H. Ahn  
(Business Matter) The Coca-Cola Company  
One Coca-Cola Plaza, USA 309C  
Atlanta, GA 30313  
liahn@na.ko.com

If to Sponsor: Rhona Applebaum  
(Technical Matter) Chief Scientific and Regulatory Affairs Officer  
The Coca-Cola Company  
One Coca-Cola Plaza, USA 316C  
Atlanta, GA 30313  
rapplebaum@na.ko.com

If to PBRC: Winona L. Ward, Director of Sponsored Projects  
(Business Matter) Pennington Biomedical Research Center  
6400 Perkins Road  
Baton Rouge, Louisiana 70808

If to PBRC: Dr. Peter Katzmarzyk and Dr. Timothy Church  
(Technical Matter) Pennington Biomedical Research Center  
6400 Perkins Road  
Baton Rouge, Louisiana 70808

## Article 20 - Reservation of Rights

20.1 Nothing contained herein will in any way restrict or impair either party's right to legal and/or equitable relief for the breach of any provision of this Agreement.

## Article 21 – Sponsor’s Code of Conduct

21.1 PBRC shall review and understand the standards by which Sponsor shall conduct itself in its relationship with PBRC during the performance of this Agreement as set forth in Coca-Cola’s Code of Business Conduct, found at [http://www.thecoca-colacompany.com/ourcompany/business\\_conduct.html](http://www.thecoca-colacompany.com/ourcompany/business_conduct.html).

## Article 22 – Supplier’s Guiding Principles

22.1 PBRC shall review and abide by Coca-Cola’s Supplier Guiding Principles and will, at a minimum, meet the following standards with respect to its operations as a whole:

Laws and Regulations	PBRC will comply with all applicable laws, rules, regulations and requirements in providing Services to Sponsor
Policies	PBRC will comply with all reasonable policies, rules and guidelines of SPONSOR, including SPONSOR’s Code of Business Conduct, in providing Services to SPONSOR. PBRC agrees to supply each of its employees and subPBRCs with a copy of the then-current SPONSOR Code of Business Conduct for Suppliers, a copy of which will be provided by SPONSOR to Supplier upon Supplier’s request, and also is set forth at <a href="http://www.thecoca-colaSponsor.com/citizenship/suppliers.html">http://www.thecoca-colaSponsor.com/citizenship/suppliers.html</a> .
Child Labor	PBRC will comply with all applicable local and national child labor laws.
Forced Labor	PBRC will not use forced, bonded, prison, military or compulsory labor.
Abuse of Labor	PBRC will comply with all applicable local and national laws on abuse of employees and will not physically abuse employees.
Freedom of Association and Collective Bargaining	PBRC will comply with all applicable local and national laws on freedom of association and collective bargaining.
Discrimination	PBRC will comply with all applicable local and national discrimination laws.
Wages and Benefits	PBRC will comply with all applicable local and national wages and benefits laws.
Working Hours & Overtime	PBRC will comply with all applicable local and national work hours and overtime laws.
Health and Safety	PBRC will comply with all applicable local and national health and safety laws.
Environment	PBRC will comply with all applicable local and national environmental laws.



Demonstration of Compliance	PBRC must be able to demonstrate compliance with the Supplier Guiding Principles at the request and satisfaction of SPONSOR.
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Additional details regarding Sponsor's Supplier Guiding principles are available at <http://www.thecoca-colaSponsor.com/citizenship/suppliers.html>.

PBRC will implement appropriate internal business processes to ensure compliance with these standards. Sponsor has the right to use independent third parties to audit PBRC's compliance with these standards, including, but not limited to, conducting interviews with employees and on-site contract workers. If PBRC fails to uphold any aspect of these standards, PBRC will implement immediate corrective actions. Sponsor has the right to terminate this Agreement if PBRC cannot demonstrate that it is in compliance with these standards.


### Article 23 – Minority and Women-Owned Business Enterprises


- 23.1 Coca-Cola is committed to the ongoing growth and development of Minority and Women-Owned Business Enterprises ("MWBE"). Coca-Cola is further committed to providing equal opportunity to diverse suppliers of goods and services and we make every effort to use MWBE to the maximum extent possible. In this regard, Coca-Cola is interested in establishing contractual agreements with suppliers of goods and services that share our vision and are dedicated to supplier diversity principles. For more information, please visit [www.coke.net](http://www.coke.net), link to Supplier Diversity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate.

Sponsor, The Coca-Cola Company

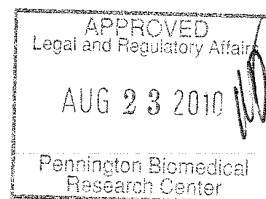
PBRC, Pennington Biomedical Research Center

  
By:

  
By: Mark Alise, Ph.D. Associate Executive  
Director for Administration and Finance

August 17, 2010  
Date

8-23-10  
Date



## **Appendix A Scope of Work**

### **Project Title:**

International Study of Childhood Obesity, Lifestyle and the Environment (ISCOLE): Start-up Phase

### **Principal Investigators:**

Dr. Peter Katzmarzyk and Dr. Timothy Church

### **Scope of Work:**

The primary aim of ISCOLE is to determine the relationship between objectively measured levels of physical activity, diet and obesity in a large multi-national study of children, and to investigate the influence of higher-order characteristics such as behavioral settings, and the physical, social and policy environments on the observed relationships within each country.

The Scope of Work set forth in this Start-up Phase is a continuation of the work set forth in the Sponsored Research Agreement effective as of May 10, 2010: Planning Grant for the International Collaborative Study on Physical Activity and Obesity in Childhood ("Previous Sponsored Research Agreement". The Scope of Work in the Previous Sponsored Research Agreement included a meeting of an international group of experts to assist in planning and designing of the study, which is to take place in Baton Rouge Louisiana from September 17 – 19, 2010. The purpose of that meeting is to develop a sampling frame, standardize all measurement protocols and plan a quality control program. The Scope of Work set forth herein is to supplement that work and includes the purchase of equipment, training of personnel, database development, development of internet data acquisition interface system, finalization of protocol based on external feedback, development of the manual of operations, co-ordination of country-specific IRB submissions, and pilot testing of the protocol in three countries.

## EXHIBIT B

Sponsor will pay PBRC in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) upon execution of the Agreement to cover Personnel Fees for the entire term of the Agreement, inter-site travel and development of a database and internet interface. The remaining Two Hundred Fifty Thousand Dollars (\$250,000) will be paid to PBRC after the development of the full protocol and remote data acquisition system to enable PBRC to field test the protocol in three countries: United States, United Kingdom and Australia.

The justification of the budget is further detailed below:

### Personnel (\$485,000):

**Peter Katzmarzyk, PhD, Principal Investigator** (25% - \$94,550). Dr. Katzmarzyk is the Associate Executive Director for Population Science at the Pennington Biomedical Research Center. His main areas of research expertise are in physical activity and obesity epidemiology, particularly pediatric obesity. Dr. Katzmarzyk has extensive experience in the management of large datasets from clinical and population studies as well as randomized controlled trials. He will oversee and be responsible for all aspects of grant administration and execution.

**Timothy Church, MD, PhD, Co-Principal Investigator** (25% - \$115,622). Dr. Church is the Director of the Preventive Medicine Laboratory, the Medical Director of the Exercise Testing Core, and the Chief of the Clinical Trials Recruitment Core. Dr. Church has extensive experience conducting exercise trials and participating in large multi-site studies. As such, he will play a valuable role on the ISCOLE research team. Dr. Church will direct recruitment and retention efforts for the study, as well as the clinical aspects of screening and measurement, and will provide input on study administration and execution.

**Catrine Tudor-Locke, PhD, Co-Investigator** (10% - \$15,780). Dr. Tudor-Locke is an internationally renowned researcher with expertise in the assessment of physical activity, particularly using state of the art technology such as accelerometers. She is uniquely positioned to develop and oversee the methodology for the assessment of physical activity for ISCOLE.

**Stephanie Broyles, PhD, Co-Investigator** (15% - \$21,869). Dr. Broyles is the director of the Contextual Risk Factors Laboratory at the Pennington Biomedical Research Center. Her research interest is in the influence of higher order characteristics on lifestyle behaviors such as dietary intake and physical activity. Dr. Broyles will be responsible for the development and implementation of the assessment tools for the social and built environment.

**William Johnson, PhD, Co-investigator** (10% - \$29,150). Dr. Johnson is the Director of the Biostatistics Core and an experienced biostatistician. Dr. Johnson will supervise the design of the power analysis and the data analytic plan for the proposed research. He will be directly responsible for all statistical analyses.

**Denise Lambert, RN, Project Manager** (100% - \$77,184). Denise Lambert is an experienced clinical studies manager. She will be responsible for coordination and management of the study.

She will also be the primary liaison between the principal investigators and the site data collection teams. As Project Manager, Denise will establish priorities, timelines and processes for the research team and ensure integrity of the study data by through training, data review, process improvement and team facilitation.

**Shannon Cocreham, BS, Project Coordinator** (20% - \$19,433) Shannon is an experienced project manager and clinical trials coordinator. She will be responsible for logistical issues and will monitor the progress of the data collection teams and facilitate the harmonization or procedures and submission of Institutional Review Board materials in all countries.

**TBN, Data Manager** (50% - \$42,804). The data manager will supervise and be responsible for the management of study data, including quality control. He/she will ascertain that data entry systems are functioning appropriately and he/she will regularly check the data for completeness and errors.

**TBN, Support Staff** (100% - \$68,608). One full FTE of support staff is required to help complete study objectives. Duties include data entry, sorting files, developing communication materials for study team, arranging travel, etc.

**Travel:**

**Inter-site Travel** (\$15,000). Travel will be required among study sites to coordinate the final development of protocols.

**Other Expenses:**

**Development of Database and Internet Interface** (\$250,000). An internet-based remote data entry system will be developed. Development of this system will involved the acquisition of new hardware, and procurement of services for database development, designing web-based data entry screens and FTP sites to accept accelerometry files, and beta testing.

**Pilot Testing of Protocol in Three Countries** (\$250,000). After the development of the full protocol and remote data acquisition system, the protocol will be field tested in three countries, including the United States (\$75,000), the United Kingdom (\$87,500), and Australia (\$87,500). These sites were selected because they are all English speaking countries, and the initial versions of all materials will be developed in English. After field testing and revising the materials, all protocols will be translated for use in non-English speaking countries.