LIA16882

INTERNATIONAL LEAD ZINC RESEARCH ORGANIZATION

[illegible] MADISON AVENUE, NEW YORK 17, N. Y. [illegible]

[illegible]
DIRECTOR

June 25, 1965

CONFIDENTIAL
REPLY REQUESTED

To: All members of the Industry Development Committee, LIA/ILZRO

Subject: LC-18: Disclosure and License Agreement with Union Carbide Corp. for Commercialization of Organolead Chemicals Useful as a Catalyst to Produce Polyurethane Foam

Attached is a copy of an agreement for disclosure and license which has been negotiated with the Chemicals Division, Union Carbide Corporation for commercialization of organolead chemicals useful as a catalyst to produce polyurethane foams. We recommend your approval of this agreement with Union Carbide Corp. -- it has merit and is to the best advantage for all of our sponsors, as explained in detail below. A ballot is attached for your vote with space provided for your comments. We would appreciate return of this ballot by July 16.

Single Catalyst System

The present catalyst system used to produce urethane foams is a combination of two chemicals; namely, an amine (DABCO) and an organotin chemical. The invention by our contractor, the TNO Laboratory on project LC-18, involves a single catalyst of a new organolead compound to both foam and gel the urethane raw materials.

Companies Approached

Eight (8) companies, who supply raw materials to the urethane foam producers, were contacted with regard to their interest in our invention. There was considerable interest and consensus was that the commercialization of this product will require a substantial amount of development effort both from the technical standpoint and, more important, in the marketing phases. Considerable market development will have to be carried out in order to convince urethane producers to change from their present catalyst systems. Therefore, an exclusive license would be required for the company selected to justify their expenditure of a large sum of money to prove and develop this new urethane foam catalyst system.

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Selection of Union Carbide Corporation

Union Carbide Corp. was selected because they are a basic manufacturer of raw material chemicals and catalysts for the urethane industry. They are actively seeking a new catalyst system that can be marketed along with the two major raw materials; namely, polyols and isocyanates. In addition, Carbide also supplies silicone foam surfactants, blowing agents, chain stoppers and solvents.

Carbide has a substantial marketing and technical sales service organization throughout the world. They have extensive urethane foam laboratories in Charleston, West Virginia.

They are anxious to evaluate our organolead chemical catalysts and have already set aside research funds for expenditure in 1965. ILZRO therefore recommends that we proceed with Union Carbide to commercialize our invention.

Negotiations

Negotiations have now proceeded with Union Carbide to the point where LIA/ILZRO and Carbide have agreed to the terms of the attached disclosure agreement and exclusive licensing arrangement. Both ILZRO's general counsel and patent counsel have been involved in the negotiations resulting in this agreement and license -- revision date 6/21/65.

Terms of Agreement/License (Rev. 6/21/65)

The critical terms of this agreement are summarized as follows:

1. A six-months evaluation period (option period) is provided with full exchange of technical data and the patent applications -- Article 1D and 4.

2. Union Carbide will perpare reports for LIA/ILZRO on their evaluation tests -- Article 6.

3. All tests and research will be conducted under secrecy measures described in Article 27.

4. If the results of Union Carbide's evaluation are favorable, they will exercise the option and obtain a royalty-free license under our patents and patent applications in the Licensed Territory included in the agreement. Article 13 explains the period of license to be five years after issuance of U.S. Patent plus an extension for an additional five years. Union Carbide will have exclusive chemical manufacturing rights in the Licensed Territory excluding the Benelux Countries and the United Kingdom. Extension of the license will then be discussed. After the expiration of the exclusive period, the license granted to Carbide shall be wholly nonexclusive.

5. Carbide shall pay LIA $1,000 after exercise of option - Article 13D.

6. Articles 22, 23 and 24 relate to Carbide's performance and are our check on their activity and effort to commercialize this invention. LIA/ILZRO can terminate their license prior to the end of 1970 if we are not satisfied with Carbide's amount of incurred expenses

in connection with commercialization of our organolead compounds. Then, after 1970, poor performance can lead to our converting their exclusive license to a nonexclusive license.

7. Article 20 explains that improvements by Union Carbide relating to the process to produce polyurethane foam shall be disclosed to LIA/ILZRO.

8. Article 21 -- production statistics on these organolead catalysts to be disclosed to LIA/ILZRO.

Recommendation

We recommend your acceptance of this agreement/license. We feel that collaboration with Union Carbide is in the best interests of ILZRO's world-wide sponsors. Please return the attached ballot by July 10.

Schrade F. Radtke

SFR:JGR:je
attach.

RPM 5/22/65; 6/8/65; 6/21/65

AGREEMENT made this day of , 1965 between LEAD INDUSTRIES ASSOCIATION INC. (hereinafter called "LIA"), a corporation, having an office at No. 292 Madison Avenue, New York, New York, and UNION CARBIDE CORPORATION (hereinafter called "Union Carbide"), a New York corporation, having an office at No. 270 Park Avenue, New York, New York,

W I T N E S S E T H:

WHEREAS, LIA represents that it has the right to make agreements hereinafter made by it and to grant the option, rights and licenses hereinafter granted by it; and

WHEREAS, Union Carbide wishes to obtain the option hereinafter described, and LIA is willing to grant such option, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth the parties hereto do hereby agree as follows:

Part I - Definitions

1. As used herein the following terms shall have the following meanings:

A. "Agreement Field" shall mean any and all of the following: compounds and compositions useful in the production of polyurethane, processes and apparatus useful in the production of such compounds and/or compositions,

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processes and apparatus useful in producing polyurethane with the use of such compounds and/or compositions, and the polyurethane produced with the use of such compounds and/or compositions.

B. "LIA's Patent Rights" shall mean any and all of the following: (i) patent applications described in Part I of Schedule A, the patents issuing on said patent applications and the inventions covered by said patents and patent applications, (ii) LIA's rights with respect to the patent applications described in Part II of Schedule A, the patents issuing thereon and the inventions covered by said patent applications and patents, (iii) inventions within the Agreement Field owned or controlled by LIA on the date of this Agreement or made, discovered or acquired by LIA at any time during the two (2)-year period thereafter, (iv) patent applications heretofore or hereafter filed throughout the world by or on behalf of LIA on any inventions covered by this paragraph B and the patents issuing thereon, (v) LIA's rights obtained at any time during the aforesaid two (2)-year period with respect to inventions, patent applications and patents in the Agreement Field.

C. "LIA's Technology" shall mean any and all technical information and know-how relating to the Agreement Field possessed by LIA on the date of this Agreement or at any time during the two (2)-year period thereafter, including but not limited to descriptions of all compounds and compositions

owned by LIA in the Agreement Field, data on the composition and behavior of such compounds and compositions, research reports, technical reports and laboratory data relating to the Agreement Field and procedures followed in the laboratory and in the pilot plant for the synthesis and production of such compounds, compositions and polyurethane foam derived from the use of such compounds and compositions.

D. "Option Period" shall mean the period commencing on the date hereof and terminating six (6) months thereafter unless sooner terminated by exercise of the Option or upon expiration of the Option in accordance with Article 10 hereof.

E. "Licensed Territory" shall mean the countries specified in the notice given in accordance with Article 3 hereof.

F. "Subsidiary" of Union Carbide shall mean any corporation 50% or more of the voting stock of which is owned or controlled by Union Carbide.

Part II - Option

2. LIA hereby grants an exclusive option to Union Carbide to obtain the license described in Part III hereof (said option being herein referred to as the "Option").

3. The Option may be exercised by Union Carbide at any time during the Option Period by written notice to LIA specifying the countries selected by Union Carbide to be

included in the Licensed Territory and the amount of Investment determined in accordance with Article 10 hereof.

4. LIA shall promptly disclose to Union Carbide, in writing, all inventions included in LIA's Patent Rights on the date of this Agreement and/or at any time during the Option Period, and all of LIA's Technology (including descriptions of compounds and compositions in the Agreement Field) possessed by LIA on the date of this Agreement and/or at any time during the Option Period.

5. LIA shall promptly furnish to Union Carbide a copy of each patent application and patent within LIA's Patent Rights filed or issued in the patent office of the United States of America or the Netherlands prior to or during the Option Period. LIA shall promptly furnish to Union Carbide the serial number and title of each other patent and patent application within LIA's Patent Rights filed or issued prior to or during the Option Period.

6. Within one (1) month after receipt of the disclosure under Article 4 hereof of the description of compounds and compositions possessed by LIA on the date of this Agreement, Union Carbide shall select and request from LIA samples of one or more such compounds and compositions. LIA shall use its best efforts to furnish to Union Carbide, within thirty (30) days after Union Carbide's request, at LIA's expense,

such requested compounds and compositions in quantities requested by Union Carbide up to 100 grams per compound or composition. LIA shall use its best efforts to furnish such additional quantities of such compounds and compositions as may be requested by Union Carbide, at mutually agreed upon prices to be paid by Union Carbide.

7. Union Carbide shall evaluate samples, information, know-how and inventions disclosed to it hereunder, to the extent it deems necessary.

8. Union Carbide shall furnish to LIA progress reports on said evaluation every thirty (30) days during the Option Period, and at the end of the Option Period, Union Carbide shall notify LIA in writing of its reasons for exercising or failing to exercise the Option and shall provide LIA with a final report describing the work done in such evaluation and the results of such evaluation.

9. During the Option Period, LIA shall not negotiate or enter into any agreement with a third party relating in any way to any or all of LIA's Patent Rights and/or LIA's Technology except agreements providing for the granting of rights and/or licenses which are not inconsistent with the rights and licenses to be granted to Union Carbide in Part III hereof.

such requested compounds and compositions in quantities requested by Union Carbide up to 100 grams per compound or composition. LIA shall use its best efforts to furnish such additional quantities of such compounds and compositions as may be requested by Union Carbide, at mutually agreed upon prices to be paid by Union Carbide.

7. Union Carbide shall evaluate samples, information, know-how and inventions disclosed to it hereunder, to the extent it deems necessary.

8. Union Carbide shall furnish to LIA progress reports on said evaluation every thirty (30) days during the Option Period, and at the end of the Option Period, Union Carbide shall notify LIA in writing of its reasons for exercising or failing to exercise the Option and shall provide LIA with a final report describing the work done in such evaluation and the results of such evaluation.

9. During the Option Period, LIA shall not negotiate or enter into any agreement with a third party relating in any way to any or all of LIA's Patent Rights and/or LIA's Technology except agreements providing for the granting of rights and/or licenses which are not inconsistent with the rights and licenses to be granted to Union Carbide in Part III hereof.

10. Upon the request of Union Carbide at any time prior to the exercise of the Option, LIA shall negotiate in good faith with Union Carbide to determine the amount of investment applicable to Article 22 hereof. LIA shall not, however, be obligated to do anything more than negotiate in good faith, and if LIA and Union Carbide cannot agree on the amount of investment applicable to Article 22 hereof then, notwithstanding any other provision of this Agreement, the Option shall not be exercised by Union Carbide and shall forthwith expire upon termination of such negotiations or upon expiration of the Option Period, whichever is sooner.

11. In the event the Option is exercised in the time and the manner above provided, the provisions of Part III shall thereupon become effective.

12. In the event the Option is not exercised in the time and in the manner above provided, this Agreement shall terminate upon expiration of the Option Period.

Part III - License

The provisions of this Part III shall become effective if and when the Option is exercised.

13. A. LIA hereby grants to Union Carbide, and Union Carbide hereby accepts a royalty-free license, with the right to grant sublicenses, under the patents and patent applications of the Licensed Territory to the extent included in LIA's

Patent Rights, to practice the inventions covered thereby and to use and sell the results thereof, for the term of this Agreement after the exercise of the Option; provided, however, that such license shall not include the right to manufacture and/or use, in the Benelux countries or the United Kingdom, any compounds, compositions or products. Subject to the terms of this Agreement, the aforesaid license with the right to grant sublicenses shall be exclusive in all respects for the period hereinafter set forth except that the right to sell compounds, compositions and products shall be nonexclusive in the countries of Europe and the United Kingdom. The exclusive period granted hereunder shall commence on the date of exercise of the Option and shall continue until the expiration of five (5) years after the issuance of the first U.S. patent included in LIA's Patent Rights, and may be extended for an additional five (5) years if Union Carbide shall so notify LIA in writing prior to the expiration of said original five (5)-year period. If at any time prior to the expiration of the second five (5)-year period, Union Carbide shall so request, LIA shall discuss with Union Carbide the possibility of extending the exclusive period for a mutually agreed upon time. After the expiration of the exclusive period the license granted to Union Carbide hereunder shall be wholly nonexclusive.

B. Union Carbide shall not refuse to grant a sublicense under any patent included in LIA's Patent Rights

because of a third party's refusal to use, in connection with its activities under such sublicense, compounds, compositions or products sold by Union Carbide, and sublicenses offered by Union Carbide under any such patent shall be made available to third parties without any discrimination based upon the source of the compounds, compositions or products used in connection with such sublicense.

C. As used in paragraph A above, "Benelux countries" shall mean Belgium, Netherlands, and Luxembourg and all countries subject to the jurisdiction of their respective patent laws and the "United Kingdom" shall mean the United Kingdom of Great Britain and Northern Ireland.

D. Promptly after exercise of the Option, Union Carbide shall pay to LIA One Thousand Dollars ($1,000).

14. LIA shall promptly disclose to Union Carbide in writing all of LIA's Technology and all inventions in LIA's Patent Rights obtained by LIA after the exercise of the Option.

15. LIA shall furnish to Union Carbide copies of all patent applications within LIA's Patent Rights filed in government patent offices in the Licensed Territory during the term of this Agreement after the exercise of the Option and shall keep Union Carbide informed of all patent office actions taken after the exercise of the Option with respect to all patents and patent applications of the Licensed

Territory within LIA's Patent Rights.

16. Union Carbide shall have the right, but not the obligation, to sue infringers of LIA's Patent Rights in the Licensed Territory, at Union Carbide's expense. LIA shall give to Union Carbide all reasonable assistance requested, and Union Carbide shall reimburse LIA for its out-of-pocket expenses incurred in giving such assistance. Prior to taking any action against an infringer of LIA's Patent Rights, Union Carbide shall first discuss such proposed action with LIA, but Union Carbide shall have the sole right to determine the action, if any, which it takes against such infringer. LIA shall in no event be obligated to sue infringers of LIA's Patent Rights.

17. LIA hereby grants to Union Carbide, during the term of this Agreement, the right to use, in the Licensed Territory, LIA's Technology and all unpatented inventions included in LIA's Patent Rights.

18. Union Carbide shall have the right to disclose to third parties who are in any way connected with the commercialization of the inventions included in LIA's Patent Rights (including but not limited to sublicensees under LIA's Patent Rights and purchasers of compounds, compositions and products sold under licenses granted hereunder) any and all of LIA's Technology and inventions included in LIA's Patent Rights which are required to be kept confidential by

Union Carbide under the terms of this Agreement; provided that such third parties sign a secrecy agreement obligating them at least to the same extent as Union Carbide is obligated under Article 27A of this Agreement.

19. A. Until and to the extent Union Carbide shall notify LIA to the contrary, Union Carbide shall have the obligation to maintain at its own expense, all patents included in LIA's Patent Rights of such countries of the Licensed Territory in which at the time in question it has the complete exclusive license rights under said patents and all patents included in LIA's Patent Rights of the countries of Europe (except the United Kingdom and the Benelux countries) in which at the time in question it has the exclusive manufacturing license rights under said patents. With respect to each patent specified in any such notice to the contrary, Union Carbide shall be relieved of its obligation to so maintain, but any exclusive rights granted to Union Carbide under such patent shall thereupon be converted to nonexclusive. LIA shall have no obligation to maintain any patents included in LIA's Patent Rights except as provided in paragraph B; provided, however, that the obligations in paragraph B shall not apply to any patent specified in Union Carbide's notice under this paragraph A.

B. LIA shall notify Union Carbide in writing before taking any action to abandon any patent application or patent within LIA's Patent Rights in the Licensed Territory, and if requested by Union Carbide LIA shall continue such prosecution and maintenance, provided that Union Carbide reimburses LIA for its expenses in connection therewith. At Union Carbide's request and expense, LIA shall prepare, file and prosecute patent applications, in such countries of the Licensed Territory designated in such request, on such inventions included in LIA's Patent Rights as may be designated in such request.

20. A. If at any time during the term of this Agreement Union Carbide makes or discovers any improvement to any invention included in LIA's Patent Rights, relating to a process for producing polyurethane foam per se or relating to a formulation for producing such foam, Union Carbide shall promptly notify LIA thereof; provided, however, that Union Carbide shall not be obligated to disclose to LIA any other improvements to inventions included in LIA's Patent Rights (specifically excluding without limitation improvements relating to catalyst compositions and processes for making same).

B. Union Carbide hereby grants to LIA the right to disclose all improvements disclosed to LIA under paragraph A, to all licensees of LIA under any of LIA's

Patent Rights who enter into agreements with LIA providing for the granting of the same rights for the benefit of Union Carbide with respect to their improvements as Union Carbide provides for their benefit under this Article 20; provided that such licensees sign secrecy agreements obligating them to the same extent as LIA is obligated with respect to such improvements under Article 27B hereof.

C. Union Carbide hereby grants to LIA the right to grant to the aforesaid licensees receiving said disclosures of improvements under paragraph A, the right to use said unpatented improvements in the countries of their licenses under any of LIA's Patent Rights and a nonexclusive license under any and all patents issuing on said improvements to make, use and sell said improvements in the said countries.

21. Within ninety (90) days after the expiration of each calendar year during the term of this Agreement, Union Carbide will render to LIA a written report setting forth the quantity of lead consumed during such calendar year in the operations of Union Carbide, its Subsidiaries and sub-licensees, relating to LIA's Technology and/or LIA's Patent Rights. The contents of such reports may be used by LIA in the preparation of industry-wide statistics. LIA shall not mention or disclose the name of Union Carbide or any of its Subsidiaries or sublicensees in connection with any statistics prepared from such reports.

22. If for the calendar year 1966 or for any calendar year thereafter during the term of this Agreement, Union Carbide and its Subsidiaries and sublicensees shall fail to incur expenses in connection with LIA's Technology, LIA's Patent Rights and/or compounds, compositions or products resulting therefrom (including but not limited to expenses with respect to research, development, production, sales, marketing, advertising and administration) totaling an amount equal to the amount of investment determined in accordance with Article 10 hereof, LIA shall have the right to terminate this Agreement if such failure occurs prior to the end of 1970 or if such failure occurs after the end of 1970 to convert the license granted to Union Carbide hereunder to a wholly nonexclusive license, by written notice to Union Carbide within sixty (60) days after Union Carbide's giving of the report for such year described in Article 23. The computation of the aforesaid amounts shall be determined in accordance with Union Carbide's standard accounting practice. LIA shall have the right to have an audit of Union Carbide's records with respect to the aforesaid expenses, made by an independent certified public accountant to determine the accuracy of the reports furnished under Article 23; provided, however, that the audit with respect to the records relating to any report be made within two (2) years after the making of such report.

23. Within sixty (60) days after the end of each calendar year during the term hereof, Union Carbide shall furnish to LIA a written report describing the work done by Union Carbide with respect to LIA's Technology, LIA's Patent Rights and compounds, compositions and products resulting therefrom and generally setting forth the computation of the amount of investment described in Article 22. Such report shall also include a general statement of the marketing effort with respect to compounds, compositions and products resulting from LIA's Technology and/or LIA's Patent Rights made by Union Carbide, its Subsidiaries and sublicensees in each country of the Licensed Territory.

24. If in any calendar year after 1967, neither Union Carbide nor any of its Subsidiaries or sublicensees shall make any commercial marketing efforts in one or more countries of the Licensed Territory, with respect to any compound, composition or product resulting from LIA's Technology and/or LIA's Patent Rights, LIA shall have the right to delete such country or countries from the Licensed Territory by written notice to Union Carbide within sixty (60) days after Union Carbide's giving of the report for such year under Article 23. "Commercial marketing effort" shall mean a marketing effort other than for experimental or testing purposes.

25. LIA makes no representation or warranties, either as to title or as to validity, with respect to LIA's Patent Rights or LIA's Technology, and will not defend or indemnify Union Carbide or its Subsidiaries or sublicensees against or because of any claims, demands, actions, etc., whether for infringement or otherwise.

Part IV - General

This Part shall apply to all other Parts of this Agreement.

26. Anything in this Agreement to the contrary notwithstanding, neither party to this Agreement shall be obligated to make any disclosure of any information, know-how, inventions or improvements in which a third party shall have any interest or rights nor shall either party to this Agreement be obligated to grant any right or license to use such information, know-how, inventions or improvements or to operate under any patent or patent applications thereon if such party is prohibited by law or by agreement with such third party from making such disclosure or from granting such right or license or if such party to this Agreement would be obligated to pay such third party any compensation or other consideration by reason of making such disclosure or by reason of such other party's use of any such information, know-how, inventions or improvements or by reason of granting such rights or license, unless such other party shall first agree to reimburse such party therefor.

27. A. For a period of four (4) years after disclosure to it hereunder and for such additional period as Union Carbide shall have a complete or partial exclusive license under this Agreement, Union Carbide shall refrain from using except in accordance with the terms of this Agreement and shall use reasonable efforts to keep confidential within its corporation except to the extent permitted by the terms of this Agreement, any and all information, know-how, inventions, improvements, compounds and compositions disclosed to it by LIA in writing or in the form of samples; except when, after and to the extent such information, know-how, inventions, improvements, compounds and compositions were known to Union Carbide prior to receipt of same from LIA or are generally available to the public or are subsequently received by Union Carbide in good faith from a third party other than from TNO or from any licensee or sublicensee under any of LIA's Patent Rights or under any patent application or patent described in item (ii) of LIA's Patent Rights after LIA gives written notice to Union Carbide of the name of such licensee or sublicensee. Union Carbide shall have the right to disclose any and all information, know-how, inventions, compounds and compositions required to be kept confidential under this paragraph A, to TNO and any and all licensees and sublicensees under any of LIA's Patent Rights or under any patent application or patent described in item (ii) of LIA's Patent Rights. As used in this Agreement the term "TNO" shall mean Central Organization for Applied Scientific Research in the Netherlands, TNO, The Hague, Netherlands, and Institute of Organic Chemistry TNO, Utrecht, The Netherlands.

B. During the Option Period and for such additional period as Union Carbide shall have a complete or partial exclusive license under this Agreement, LIA shall refrain from using and shall use reasonable efforts to keep confidential within its corporation except to the extent permitted by the terms of this Agreement, any and all information, know-how, inventions and improvements disclosed by Union Carbide to LIA in connection with this Agreement and any and all information, know-how, inventions, improvements, compounds and compositions required to be disclosed by LIA to Union Carbide hereunder; except when, after and to the extent such information, know-how, inventions, improvements, compounds and compositions which were so disclosed by Union Carbide to LIA, were known to LIA prior to receipt of same from Union Carbide, or when, after and to the extent such information, know-how, inventions, improvements, compounds and compositions are generally available to the public or are subsequently received by LIA in good faith from a third party. LIA shall have the right to disclose, any and all such information, know-how, inventions, improvements, compounds and compositions, to licensees and sublicensees under any of LIA's Patent Rights who are granted rights and licenses which are not inconsistent with any of the rights and licenses granted under this Agreement; provided that such licensees and sublicensees sign secrecy agreements obligating them at least to the same extent as Union Carbide is obligated.

C. Anything in this Article 27 to the contrary notwithstanding, disclosures resulting from examination or analysis of compounds, compositions, products or equipment sold or transferred in accordance with rights or licenses granted under this Agreement shall not be deemed a violation of any obligations under this Article.

28. Any assignment by either party of this Agreement or of any of the rights or licenses granted hereunder shall be void; except that LIA may assign this Agreement and any and all rights and obligations of LIA thereunder, to International Lead Zinc Research Organization when same is incorporated, provided that said International Lead Zinc Research Organization is the successor to all of LIA's Technology, LIA's Patent Rights and LIA's research and development activities.

29. This Agreement shall be construed and its performance enforced in accordance with the laws of the state of New York, U.S.A.

30. If either party shall fail to perform or fulfill any obligation or condition herein required to be performed or fulfilled by such party, in the manner and at the time herein required, and if such default shall continue for sixty (60) days after written notice thereof from the non-defaulting party, then the nondefaulting party shall have the right to terminate this Agreement by written notice of

termination to the defaulting party at any time thereafter. Any termination of this Agreement pursuant to this Article 30 shall be in addition to, and shall not be exclusive of or prejudicial to, any other rights or remedies, at law or in equity, the nondefaulting party may have on account of such default.

31. The term of this Agreement shall commence on the date of this Agreement and continue until the expiration of the last expiring patent included in LIA's Patent Rights.

32. It shall be a sufficient giving of any notice, request, report, statement or other communication hereunder if the party giving the same shall deposit a copy thereof in the post office in a registered or certified envelope, postage prepaid, addressed to the party to receive same at its address hereinabove set forth or at such other address as the receiving party shall have theretofore in writing designated. All payments to be made hereunder shall be made at the address which at the time of such payment any notice or other communication to the party to receive such payment is to be addressed hereunder. The date of giving any such notice, request, report, statement or other communication, and the date of making any such payment, provided such payment is received, shall be the date on which such envelope was deposited. The Post Office receipt showing the date of such deposit shall be prima facie evidence of these facts.

IN WITNESS WHEREOF, the parties hereto have caused

this Agreement to be duly executed as of the day and year first above written.

LEAD INDUSTRIES ASSOCIATION INC.

By_____

Title_____

UNION CARBIDE CORPORATION

By_____
Vice President of its
Chemicals Division

SCHEDULE A

Part I

Country	Application No.	Date	Application No.	Date
United States	[illegible]	Sept.24/64	434,670	Feb. [illegible]/65
Canada	913,794	Oct. 13/64	924,394	Mar. 1/65
Australia	50048	Oct. 2/64	54425	Jan. 27/65
France	990.843	Oct. 9/64	PV6637	Feb. 23/65
Germany	M25.604 IV/39b	Sept.30/64	M 26278 IV b	Feb. 25/65
Italy	26.290	Sept.29/64	27584	Jan. 21/65
Japan	59,071/64	Oct. 17/64	3256/65	Jan. 23/65
Sweden	11235/64	Sept.18/64	2505/65	Feb. 26/65

Part II

Country	Application No.	Date	Application No.	Date
Netherlands	299,409	Oct. 17/63	64/02097	Mar. 2/64

LIA-ILLSO

INDUSTRY DEVELOPMENT COMMITTEE

BALLOT

REPLY REQUESTED BY JULY 16

Subject: UNION CARBIDE CORPORATION - LEAD INDUSTRIES ASSOC., INC.
CONFIDENTIAL DISCLOSURE AND LICENSE AGREEMENT FOR
COMMERCIALIZATION OF THE ORGANOLEAD CHEMICALS AS
URETHANE CATALYSTS - LC-16

I approve (do not approve) of the Lead Industries Association, Inc. entering into subject agreement with Union Carbide Corporation.

NAME _____

COMPANY _____

DATE _____

Comments:

Note: Return Ballot To:

Dr. S.F. Rathe
International Lead Zinc Research Organization
292 Madison Avenue
New York, New York 10017