

AGREEMENT

between

CHEMICAL MANUFACTURERS ASSOCIATION, INC.

and

Environmental Health Associates, Inc.

CMA REFERENCE NUMBER:

VC-10.0

1. The parties to this Agreement are Environmental Health Associates, Inc., the Research Contractor (referred to as the Contractor), and the Chemical Manufacturers Association, Inc. (referred to as CMA).
2. CMA will be represented during this Agreement by Carol R. Stack, Ph.D, the Program Manager. All communications with CMA shall be directed to the Program Manager. Changes in this Agreement must be authorized in writing by the Program Manager and any increase in cost must be authorized in writing by CMA's Treasurer or Controller.
3. The Contractor agrees to perform in the manner described in the attached document which is expressly made part of this Agreement: Proposal - An Update of the Epidemiologic Mortality Study of Vinyl Chloride Workers: Phase II February 8, 1984.
4. The total cost to CMA for this Agreement will not exceed \$147,783.

CMA may withhold payment if the Contractor fails to perform according to the terms of this Agreement.

For the performance of this Agreement by the Contractor, CMA shall make payments as follows:

- a) \$32,223 payable upon the execution of this Agreement.
- b) Five payments of \$18,000 each, payable upon receipt and acceptance of the periodic reports and invoices required in paragraph 7.
- c) Travel costs for meetings with Epidemiology Committee in Washington; not to exceed \$5,560.
- d) In no event will payments totalling more than \$127,783 be made prior to the final payment.

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14th Judicial District Court,
Calcasieu Parish, Louisiana

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- e) Final payment - The difference between the total of previous payments and the total contract cost, upon receipt and acceptance by CMA of the final report.
5. This Agreement becomes effective upon its execution and will remain in effect until all of its provisions have been implemented or until terminated by CMA pursuant to paragraph 24.
 6. The research described in paragraph 3 will commence upon signatory approval of this Agreement by both parties and will be completed within 12 months. If the research will not be completed within this period, the Contractor must submit a written request for CMA approval for a new completion date justifying the extension. Such requests should be made as soon as the problem is evident, but no later than 30 days after the original completion date.
 7. The Contractor will furnish written progress reports and invoices to CMA once every two months. Progress reports will include an assessment of the progress to date compared with the proposal schedule, and an outline of future plans. The timetable will indicate any delays in the completion of the critical tasks which may affect the timely completion of the project.
 8. Within 60 days of the completion date (defined in paragraph 6), the Contractor will provide the CMA one unbound original and 10 copies of a final report. This final report will describe all work performed, record essential data, and discuss results and conclusions.
 9. All correspondence, reports, invoices and manuscripts concerning this project will be sent to CMA. All submissions to CMA will contain the CMA Reference Number VC-10.0, and will be in English.
 10. CMA and the Contractor agree to full public disclosure of scientific information contained in the CMA accepted final report developed through this project. If patentable discoveries ensue, these shall be declared in the public domain without any retention of proprietary interest.
 11. The Contractor's scientific conclusions and professional judgments arising out of performance of the project will be the responsibility of the Contractor. However, the Contractor will not publish nor otherwise release data, conclusions and manuscripts in a citable or quotable form without prior CMA knowledge and opportunity to comment. CMA opportunity to comment is for the purpose of clarification or editing but not for the purpose of substituting CMA's opinion for that of the Contractor.

12. The Contractor will employ the staff, oversee the personnel, provide the facilities and have exclusive control over its employees and the expenditures of funds authorized by CMA in this Agreement. The Contractor will be an independent contractor in the performance of this Agreement. Before subcontracting or assigning any portion of the work, the Contractor will obtain CMA's written approval. No such approval will relieve the Contractor from any of its obligations under this Agreement. The Contractor agrees to bind each of the subcontractors to the provisions of this Agreement.
13. CMA enters into the Agreement with the understanding that the project will be directed and personally supervised by Otto Wong, Sc.D. If this should change, the Contractor agrees to notify CMA in advance, in which event the Agreement becomes subject to renegotiation at CMA's option.
14. Personnel designated by CMA will have access to the Contractor's personnel and facilities engaged on the project.
15. The Contractor agrees to use reasonable care in handling any property controlled by CMA and transferred to or entrusted to the Contractor's care or purchased by the Contractor with CMA funds. Copies of all reports and any supporting documentation originating with the Contractor will be retained by the Contractor in a safe and secure manner. CMA shall have free access to such material. Such materials will be retained in confidence for a period of 5 years, or that specified by applicable Government regulations, whichever is longer, unless otherwise authorized by CMA in writing.
16. CMA may designate one or more consultants who may observe or audit the conduct of the project. The Contractor shall cooperate fully with such observations and audits.
17. The Contractor will enter into a reasonable agreement for the protection of confidential business information with any participant in this project who requests such an agreement.
18. The Contractor will use its best efforts to comply with all Government regulations in existence or promulgated during the term of the Agreement which are relevant to the performance of this Agreement.
19. The Contractor will immediately notify CMA of any private or Governmental request for information on matters relating to either an ongoing or completed Agreement. The Contractor will cooperate fully with any effort by CMA to narrow the scope of any such request, to obtain a protective order limiting the use or disclosure of the information, or to

obtain continued protection of the confidentiality of data provided by CMA.

20. To the extent allowed by law, the Contractor agrees to protect, defend, indemnify and hold CMA harmless from any and all claims against CMA for property damage, personal injury or death which arise out of or in connection with the performance of this Agreement. However, the Contractor shall not be liable for such claims to the extent that they arise out of any negligence or misconduct by CMA. The Contractor will carry comprehensive liability insurance in an amount adequate to cover the performance of this Agreement.
21. If in the Contractor's judgment, findings indicating substantial risk to health or environment are observed during the course of the Study, the Contractor agrees to notify the Program Manager promptly by telephone, with a follow-up letter within five working days.
22. The Contractor agrees, if requested by CMA, to appear as a witness before, or prepare a written statement for, a court, regulatory agency or other organization regarding any matters connected with this Agreement. In the event of such a request by CMA, the Contractor's fees for such testimony will be negotiated; the Contractor's fees, however, will not exceed the fees the Contractor usually charges for such professional consultation.
23. The Contractor will not discuss the details of any ongoing or completed CMA-funded research projects in connection with any advertising, promotional literature, or other public disclosures, except scientific articles, without the prior written approval of CMA.
24. CMA may terminate the Agreement with 30 days written notice to the Contractor. In such event, the Contractor will present to CMA a detailed accounting of costs, including reasonable and necessary expenses incurred in terminating the project in an appropriate manner. To the extent requested by CMA the Contractor will supply a detailed report of results to the date of termination. Additional payment by CMA, or return of unused funds by the Contractor, is limited by the provisions of paragraph 4, consistent with the results of such detailed accounting and the provisions of this Agreement.

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25. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties on the subject of this contract.

ACCEPTED FOR:

Environmental Health
Associates, Inc.

Otto Wong
Signed

OTTO WONG
Named Typed

TREASURER
Title

April 9, 1984
Date

ACCEPTED FOR:

Chemical Manufacturers
Association, Inc.

John Ross
Signed

Name Typed

Title

April 6, 1984
Date

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