CONFIDENTIAL

Hospital
August 31, 1950

C. M. McGaw

Pulmonary Malignancy

I am enclosing copies of a letter and contract received from Dr. Lanza. It will be noted that Dr. Lanza has agreed with Dr. Cartier and I that the program should consist of two parts:-

1 - An epidemiological or statistical study
2 - Animal experiments consisting of:
    (a) Inhalation experiments
    (b) Implantation or injection

I still believe that the statistical study can be carried out by a Canadian authority and thus be more acceptable to various groups in this Province. Also, I believe that the best results from inhalation studies will be obtained through the Saranac Laboratory.

Concerning the Implantation Experiment Program proposed by Dr. Lanza, I believe that their methods are sound and the results will be scientifically interesting. I would prefer to make no decision until the Saranac proposal is received.

The contract appears to leave little choice to the Donor if the results of the study are unfavorable to Company interests and are submitted for publication. However, I fail to see how they can find anything more unfavorable than that which already has been published by Horevether and Hueper.

KWS/h.n.

Kenneth W. Smith, M.D.

CC - K. V. Lindell
G. K. Foster - Montreal

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PLAINTIFF'S EXHIBIT 13053.0

PLAINTIFF'S EXHIBIT WV-05612

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August 25, 1950

Dear Doctors Cartier and Smith:

On the basis of our discussion with yourselves this summer and further study of the problem, we should like to suggest the following for your consideration.

It appears that there are two distinct ways in which we may secure a more accurate understanding of the possible carcinogenicity of asbestos. The first of these is an epidemiological evaluation of present and past exposed populations. The second is animal testing of suspected materials.

With respect to the first of these, that is, the epidemiological study, it is suggested that before definite plans are made the value of such a study be determined by a visit to Thetford and Asbestos, at which time the available sources of information would be reviewed with you.

The second part, that is, the animal testing program, has several phases. As you know, there is now no technic by which we can, with certainty, evaluate the carcinogenicity of materials for lung tissue. Exposure by inhalation in cancer studies has not yet been extensively employed and is, at the moment, of completely unknown reliability. The Institute is at this time laying plans for the establishment of a long-range program involving a basic investigation of technics for the study of lung cancer arising by inhalation of carcinogens of many various types. A study based on inhalation of asbestos fibres, in our opinion, must be done. It is believed, however, that this study would be most effective if it were made a part of the larger program mentioned above which would be designed to test the validity of the technics employed, using a variety of known carcinogens and a variety of species. For these reasons, we believe that we will be in a better position to suggest concrete plans for inhalation studies in three or four months than we are now.

There remains, however, in the animal testing program the necessity for subjecting the materials to screening tests such as implantation with embryonic lung tissue and intratracheal injection.

[redacted]

These studies can be considered as indispensable preliminaries to any inhalation study planned on the same material, since they might very well provide a basis for selection of materials for use in the more elaborate inhalation studies. These the Institute could get under way any time after September 1st.

Such studies would involve exploratory implantation and/or injection of a group of materials to be determined jointly, using techniques as now employed by Dr. William A. Smith. Some a study, which would include a number of materials, would come to about $10,000.00 for a one year study. Such a project would be carried out under a contract of the type enclosed.

In summary: (1) We suggest that the desirability of an epidemiological study be determined on the basis of a visit to your plants; (2) that definite plans for an inhalation study be deferred for three or four months; (3) that screening studies by implantation and/or injection be started immediately.

Sincerely yours,

A.J. Lanza, M.D.
Chairman
Institute of Industrial Medicine

AJL:ls
encl.
C.C.: Mr. J. P. Woodard

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J-M 83

[redacted]

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JM - 83

AGREEMENT

THIS AGREEMENT, made as of , between

(hereinafter referred to as "the Lessee"), and the State University, (hereinafter referred to as "the University").

WITNESSETH

WHEREAS, The Board of Trustees for State University, through its duly authorized Industrial Institute of the New York Intercommunications Network Control Coordinator (referred to as "the Institute"), is owner and investigative host at property to be mutually agreed upon hereinafter from time to time; and

WHEREAS, The University has requested such investigative work by said Institute;

NOW, THEREFORE, in consideration of the mutual promises hereinafter specified, it is agreed:

1. The Institute shall carry out such investigations within the limits of the available facilities and scientific knowledge.

2. The Lessee shall pay in advance the estimated cost of such projects negotiated by the Lessee and additional sums in advance from time to time as may be mutually agreed upon as necessary to the completion of the projects. Any portion thereof not used by the Institute will be returned to the Lessee or, by mutual agreement, credited to the Institute on a subsequent project.

3. The name of the University or of the Institute or of any members, officers or employees of the University or the Institute, shall not be used in any advertising matter referring to the investigations or any item arising in the progress of the work or thereafter. A written report shall be made of the

[illegible] and such report or a photographic copy thereof may be used by The Owner as evidence of the facts established.

4. Information to be furnished by the Owner or the affiliated companies to the staff of The Institute and results of the Institute's studies are confidential and The Institute will use its best efforts to see that such information is not disclosed, without the Owner's written consent, to persons other than those actually engaged in the investigations under this Agreement. It is recognized that the results of such investigations may be of public and national interest and it is understood that The University reserves the right to have members of The Institute publish the results of the experimental studies conducted by The Institute which are of public and national interest, but that before any of the scientific results obtained in these studies are so published, a copy of the material to be published shall be submitted to The Owner at least thirty (30) days before publication for its comments or criticism. It is also recognized and agreed that The Owner, or its affiliated companies will not be identified nor will proprietary names of its or their products be used in connection with such published results without The Owner's consent.

5. The investigative work on projects mutually agreed upon shall be planned and carried out by The Institute. It is agreed that The Owner shall have no responsibility for or control over the tests conducted or the work done in making these investigations. It is understood that The Owner will be given [illegible] information [illegible] to plant activities which will be of assistance in the conduct of investigations under this Agreement.

6. It is not [illegible] that [illegible] shall result from the investigative work under this Agreement and the Owner of The Institute shall be required to [illegible] for [illegible] based on [illegible].

-8-

[illegible], or development resulting from any investigative work under this Agreement. However, it is understood that if any patents are obtained covering any inventions made in such investigative work, which patents are directly or indirectly owned or assigned by the University, the Bank and the affiliated companies will have a [illegible], [illegible], [illegible], [illegible] [illegible] under such patents.

7. This contract shall be continued until terminated at the end of any full contract year by either party giving to the other party written notice of termination at least sixty days prior to the end of such contract year, provided, however, that if any investigative projects are still being carried out hereunder at the end of any such contract year, such termination shall not be effective until sixty (60) days after the completion of such projects.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their proper officers, respectively, who are hereby certified to have been duly authorized to execute the same.

ATTEST:

_____ _____

Secretary By _____

[illegible]

By _____