

6/1/66
INDUSTRIAL HYGIENE FOUNDATION OF AMERICA, INC.

PLAINTIFF'S
EXHIBIT

FILE 551

MELLON INSTITUTE, 4400 FIFTH AVENUE

PITTSBURGH, PA. 15213

REVISED AGREEMENT FOR SPONSORED RESEARCH

THIS AGREEMENT, made and entered into this first day of June, 1966, by and between PITTSBURGH PLATE GLASS COMPANY hereinafter referred to as "SPONSOR", and INDUSTRIAL HYGIENE FOUNDATION OF AMERICA, INC., a nonprofit corporation hereinafter referred to as "RESEARCHER".

WITNESSETH:

RECITAL OF FACTS:

SPONSOR desires the services of the RESEARCHER in the conduct of study, research, development and other work related to and for the purpose of gaining useful knowledge in the following matter:

An investigation of the factors involved in the pathogenicity of asbestos dusts, and of filamentous glass dusts, and the specificity of the so-called asbestos (ferruginous) bodies

hereinafter referred to as the PROJECT. RESEARCHER desires to undertake this PROJECT for the SPONSOR, both parties agreeing to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Undertaking.

SPONSOR engages RESEARCHER to carry out the PROJECT by conducting study, research, development and other work therein and thereupon, and the RESEARCHER agrees to undertake and carry out the PROJECT using its best efforts in performing such work and devoting to it such time and attention as is reasonably required for the sufficient progress of the PROJECT. The PROJECT will be under the direct supervision of the RESEARCHER'S Research Pathologist.

2. Effective Date, Term and Termination.

This agreement shall become effective on July 1, 1966 and shall terminate on June 30, 1967. At the termination of each contract year, agreements for continued support for subsequent years will be submitted.

3. Progress Reports.

RESEARCHER agrees to make progress reports periodically as indicated, setting forth the findings and progress made in the course of the PROJECT and other information pertinent thereto. The final report will be submitted June 30, 1970.

4. Publication Rights.

It is also agreed that no advertising, promotional, or publicity matter containing any reference to the RESEARCHER or to any of its employees, shall be made use of by the SPONSOR or anyone in the SPONSOR'S behalf, unless and until the same shall have first been submitted to and received the approval in writing of the RESEARCHER. The RESEARCHER reserves exclusive right to publication of material developed in the Industrial Hygiene Foundation of America, Inc. Research Laboratory in suitable scientific journals if the results of the research merit publication; however, the RESEARCHER will not publish any findings in association with the name of the SPONSOR unless the SPONSOR gives permission.

5. Charges.

RESEARCHER'S charge for partial support of the Industrial Hygiene Foundation of America, Inc. Laboratory Research in carrying out the PROJECT and partially covering compensation to personnel engaged in carrying on the work, clerical and consultative services will be Twenty Thousand Dollars (\$20,000) for the period extending from July 1, 1966 to June 30, 1967.

(Continued support for the period extending from July 1, 1967 to June 30, 1970 will be a maximum of \$20,000 per SPONSOR per year for the second and third years and \$10,000 for the fourth year. It is hoped that additional SPONSORS will support the project in the second, third and fourth years, thereby reducing the total cost per SPONSOR in subsequent years.)

6. Independent Contractor.

It is agreed and understood that the RESEARCHER is acting as an independent contractor in the performance of any and all work hereunder and that the SPONSOR shall not be liable and responsible for the payment of any and all legal claims for damages made by the RESEARCHER'S employees or agents, or by any other person or persons, on account of any property damage or personal injury sustained or suffered by, or the death of, any person or persons arising or growing out of, or in connection with, the performance of this agreement, or any act or omission in connection herewith, and RESEARCHER hereby indemnifies and agrees to hold SPONSOR harmless against any and all such claims.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

PITTSBURGH PLATE GLASS COMPANY

BY _____
SPONSOR

INDUSTRIAL HYGIENE FOUNDATION
OF AMERICA, INC.

BY _____
Managing Director
RESEARCHER