T 5/31

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

ALCOA

T- 6/20

1988 May 03

6/23 - per W. Lansdale, no need to use Asahi as continue trying to get secrecy agreement
Case Closed — JDB

Mr. Y. Fujita
General Manager
Asahi Sekimen Kogyo K.K.
10-6 7-Chome
Ginza, Chuo-ku
Tokyo 104
Japan

Dear Mr. Fujita:

We understand that High-Temp no longer represents you in the United States. We are still interested in developing a secrecy agreement. Attached is the latest correspondence to you through High-Temp. Please let me hear from soon as to whether or not we have an agreement. Please respond by May 31.

Very truly yours,

J. D. Boyce - Procurement Specialist
Refractories

JDB/rvg

PLAINTIFF'S
EXHIBIT
AL-1667

Memo for JDB

From Carol

Of Hi Temp

Phone No. (901) 686-1561

- [ ] Please call
- [x] Returned your call of
- [ ] Will call again
- [ ] Wants to see you
- [ ] APS Maintenance
- [ ] See below
- [ ] Important

[ ] Addy: 421 + ____	[ ] New Orleans Export: 323-1000
[ ] ATC: 221 + ____	[ ] New Orleans Sales: 332-1000
[ ] Arkansas: 325 + ____	[ ] Pittsburgh: 225 + ____
[ ] Badin: 230 + ____	[ ] Pt. Comfort: 320 + ____
[ ] Cleveland Works: 243 + ____	[ ] Richmond: 234 + ____
[ ] Corona: 425 + ____	[ ] Rockdale: 329 + ____
[ ] Davenport: 242 + ____	[ ] Tennessee: 246 + ____
[ ] Lafayette: 233 + ____	[ ] Vancouver: 423 + ____
[ ] Lancaster: 223 + ____	[ ] Vernon: 428 + ____
[ ] Lebanon: 224 + ____	[ ] Warrick: 238 + ____
[ ] Massena: 240 + ____	[ ] Wenatchee: 420 + ____

Message: Re: Secrecy Agreement
Thus no longer are
buying from Japanese
Firm only BHE

Signed	Date	Time
R	4/20	12:20

SF-3276-85108

AT 4-29

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

1988 April 13

Mr. Bill Fant
Hi Temp Products, Inc.
703 Ethridge Street
Humboldt, TN 38343

Re: Secrecy Agreement
Ref: My letter dated 1987 December 09

Dear Bill:

My letter of December 09 concerned proposed changes to our draft of a secrecy agreement.

I have followed up with you either by phone or by sending copies of this letter on January 08, January 14, February 08, February 17, and February 24.

What is the status of our request? Please respond by April 25. We would sure like to know what is happening.

Very truly yours,

J. D. Boyce - Procurement Specialist
Refractories

JDB/rvg

cc: W. Lansdale - Warrick Operations
L. V. Castner - 12 A.B.

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

1987 December 09

Mr. Bill Fant
Hi Temp Products, Inc.
703 Ethridge Street
Humboldt, TN 38343

Re: Your letter dated 1987 August 10 - Secrecy Agreement

Dear Bill:

The only problem at issue is in the last five lines of item A in your rewrite.

This discusses Alcoa's right to sublicense subsidiaries and affiliates. ASK has granted Alcoa this right but only if ASK consents in writing.

This counterproposal is not materially better than if the agreement were silent on this issue since both situations would require Alcoa to approach ASK to obtain consent to the technology transfer.

Please determine ASK's concern on this issue and let me know what they say. If you would like, please call and our attorney will be glad to discuss it with us, too.

We hope to hear from you soon.

Very truly yours,

J. D. Boyce
Procurement Specialist - Refractories

JDB/rvg

cc: L. V. Castner - 13 A.B.

FROM LAWRENCE V. CASTNER
LEGAL DEPARTMENT
PITTSBURGH OFFICE - 12

TO MR. J. D. BOYCE
PITTSBURGH OFFICE - 19

November 9, 1987

RE: ASAHI CONFIDENTIAL INFORMATION AGREEMENT

I have reviewed the August 10, 1987 proposal of ASK Corporation, formerly known as Asahi. The only issue that to be determined is the right of Alcoa to sublicense subsidiaries and affiliates. ASK has granted Alcoa this right but only if ASK consents in writing. This counterproposal is not materially better than if the agreement were silent on this issue as both situations would require Alcoa to approach ASK to obtain consent to the technology transfer. I would suggest that you contact William Fant to determine ASK's concern regarding this issue. If you would like me to participate in a telephone call to Mr. Fant, please let me know. As this agreement was prepared on the Purchasing Department's word processor, once we have resolved this issue it would be most expedient for you to prepare the final version of the agreement. Please let me know how you would like to proceed.

LAWRENCE V. CASTNER

60LVC

RECEIVED
NOV 1 : 1987
T. G. POLLAK

ALCOA

LEGAL DEPARTMENT
FORM 3008 REV. 83-3

hi temp products, inc.

R. pls pull file on this for atty
cc: L. Castner x4974
8/19
JDB 8/14

August 10, 1987

Aluminum Company of America
Alcoa Building
Pittsburg, Pa. 15219

Reference: Secrecy Agreement, Contract #32002

Attention: Mr. J.D. Boyce, Procurement Specialist

Dear Mr. Boyce,

I have enclosed the following items for your evaluation.

Item 1 - Letter from ASK Corporation in Japan, received by Hi Temp two weeks ago

Item 2 - Telex from ASK Corporation received last week

I believe ASK Corporation, formerly Asahi, is ready to sign an agreement per your proposal of May 12, 1987. Hi Temp sees no problem with signing per enclosed ASK telex.

If you have any questions, please contact me at any time.

Yours very truly,

Wm Fant

William Fant

WFch
Enc.

RECEIVED
AUG 13 1987
T. G. POLLAK

686-15

703 ETHRIDGE STREET HUMBOLDT, TENNESSEE 38343 TELEPHONE 901/784-6652

Ask Corporation
10-6, 7-chome,
Ginza, Chuo-ku,
Tokyo 104, Japan

Reference: Secrecy Agreement
Contract No. 32003

Gentlemen:

We may invite your company to make recommendations and provide the type of refractories which may be used in ingot casting operations for our various locations. Certain information which we will furnish your company is of a confidential or a proprietary nature. We have disclosed or from time to time may disclose to your company orally or in writing other confidential information of Alcoa concerning the design, process and/or equipment. Such information may include but not be limited to reports, plans, documents, drawings, machines, writings, samples, tools, models, material and know-how.

This and the following will confirm our understanding concerning your company's obligations with respect to such information:

A. All processes, drawings, data, reports, plans, documents, business secrets and information of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement. And if your company makes any inventions, discoveries or improvements arising out of the performance of services for Alcoa, these inventions, discoveries or improvements shall be promptly disclosed by your company to Alcoa. All such inventions, discoveries or improvements shall be the sole and exclusive property of Alcoa except for those inventions, discoveries or improvements which solely relate to the manufacturing process and methods for refractories, including the mixing design of the raw materials comprising refractories, which shall be the sole and exclusive property of your company. Alcoa shall have a royalty-free, nonexclusive and irrevocable license to use such inventions, discoveries or improvements which are solely related to the manufacturing process and methods for refractories, and Alcoa may license Alcoa's subsidiaries and affiliates to used the same, with written consent of your company.

   Your company will not prepare any writings, reports, publications, etc. in any way connected with or arising out of the process which you are studying for your company's use or for release to others, except as specifically required by Alcoa, without prior written consent of Alcoa.

B. Your company may disclose or reveal such information only to those in your organization who must have access to such information to perform the

services specifically required of your company by Alcoa. Your Company shall make known to all those in your organization who have access to such information your company's obligation hereunder and that such information is confidential information of Alcoa.

C. The obligation imposed upon your company shall not apply to information (1) which becomes available to the public through sources other than your company or (2) which was published prior to the date hereof, or (3) which was in the possession of your company prior to the date hereof and not subject to an existing agreement of confidence between your comapny and Alcoa, (4) to information which your company can show was received after the date hereof from a third party who, to the best of your knowledge, did not acquire the information directly or indirectly from Alcoa under an obligation of confidence.

D. All models, drawings, sketches, documents, and other written information furnished to your company in connection with the services requested are loaned to your company for use solely in the performance of services for Alcoa, and shall be returned to Alcoa whenever return is requested by Alcoa.

E. Your company's obligations hereunder with respect to a particular item of information shall continue in effect for a period of seven (7) years from the date of receipt of said item of information and shall survive any termination of this agreement.

Please signify that you agree to the foregoing by signing and returning the attached acceptance copy of this letter.

Very truly yours,

H. M. Goern
General Manager &
Vice President

HMG:gyl

Attachment

cc: J.D. Boyce - 19

AGREED TO AND ACCEPTED THIS _____ DAY OF _____.

ASK CORPORATION

BY _____

DATE _____

ISR
•
HI TEMP TN UD

ASK J27632
36/37/37 NO.1254

ATTN: MRM•
HI TEMP TN UD

ASK J27632
36/37/37 NO.1254

ATTN: MR. BILL FANT

RE: ALCOA SECRECY AGREEMENT.
WE WOULD ASK TO CHANGE SOME SENTENCE FROM ALCOA'S PROPOSAL DATED ON 1936, SEPT. 16 AS FOLLOWS.
PARAGRAPH A FROM 13 LINE
ALCOA SHALL HAVE A ROYALTY-FREE, NONEXCLUSIVE PROPERTY OF CABLE LICENSE TO USE SUCH INVENTIONS, DISCOVERIES OR IMPROVEMENTS WHICH ARE SOLELY RELATED TO MANUFACTURING PRECESS AND METHOD FOR REFRACTORIES, AND ALCOA MAY LICENSE ALCOA'S SUBSIDIARIES AND OFFILIATES TO USE THE SAME WITH WRITTEN CONSENT OF YOUR COMPANY.

ANOTHER PARAGRAPHS ARE ACCEPTED AS THEIR PROPOSAL.

Some typos?

WE WOULD ASK YOU TO INFORM TO ALCOA FOR OUR OPINIONS.

REGIS.
M.SAITO/ASK CORP.

NNNN
JUL 36 03:26
•
HI TEMP TN UD
M•
HI TEMP TN UD

ASK J27632

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

J. D. BOYCE
Procurement Specialist

1987 August 04

Mr. Bill Fant
Hi-Temp Products, Inc.
Ethridge Street at Railroad
Humboldt, TN 38343

Re: Secrecy Agreement Contract 32002
Ref: My letter dated 1987 May 12

Dear Bill:

To date I have not received a response to my referenced letter.

Please let me know when I may expect to hear from you.

Very truly yours,

J. D. Boyce
Procurement Specialist - Refractories

rvg

cc: L. V. Castner - 12 A.B.

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

F. R. SAR BAULT
Vice President - Procurement

ALCOA

1987 May 12

Mr. Bill Fant
Hi-Temp Products, Inc.
Ethridge Street at Railroad
Humboldt, TN 38343

Re: Secrecy Agreement Contract 32002

Dear Bill:

I am sorry to have delayed in following up on the agreement with Asaki. It was completely my fault.

We reviewed the changes proposed by Asaki in their letter of 1986 October 13 [Ref. SP-693-86(L)]. With only one exception, Alcoa is prepared to accept all of Asaki's proposed changes.

The exception is the deletion of Alcoa's right to license its subsidiaries and affiliates to use inventions, discoveries, or improvements related to refractories. We strongly believe that Alcoa should have the right to use such inventions, discoveries or improvements throughout its operating system. The form of the operating entity, be it a division of Alcoa or a separate entity, such as a subsidiary or affiliate, should not be determinative of Alcoa's right to use this information.

Further, in making this request, we do not perceive that Asaki and Hi-Temp will be significantly disadvantaged by granting this request.

If Hi-Temp and Asaki agree to all other aspects of the revised agreement, we will be glad to prepare final copies of the agreement for signature.

Please let me know if you have any questions.

Very truly yours,

J. D. Boyce
Senior Staff Buyer
Mechanical & Process

JDB:gyl

cc: L. V. Castner - 12

Hi temp products, inc.

October 17, 1986

RECEIVED
OCT 20 1986
PURCHASING

Aluminum Company of America
1501 Alcoa Building
Pittsburg, Pa. 15219

Attention: J. D. Boyce
Senior Staff Buyer

Reference: Secrecy Agreement
Asahi's Proposal

Dear Dennis,

Per our discussion on October 17, 1986, I have enclosed copies of proposed changes Asahi requests your company to consider and accept. Upon review of this document, please advise your findings. Hi Temp will then at that time inform Asahi of your acceptance or denial.

Please submit your revised agreement for Hi Temp and Asahi to our company upon completion.

We appreciate your patience in compiling an agreement favorable to all entities concerned.

Yours very truly,

Rex C. McAvoy

Rex C. McAvoy
Vice President

RCMdm
Enc.

ETHRIDGE STREET AT RAILROAD HUMBOLDT, TENNESSEE 38343 TELEPHONE 901 / 784-6652

Asahi Asbestos Co., Ltd.

ESTABLISHED 1924

TEL :TOKYO 573-5111
CABLE:ASAHIASBESTOS TOKYO
TELEX:ASK J27602
FAX :TOKYO 572-2175

Our Ref SP-693-86 (L)

Your Ref

TOKYO October 13, 1986

Attention: Mr. Rex Mcavoy
Hi Temp Products Inc.
Ethridge Street at Railroad,
Humboldt, TN 38343
U.S.A.

Dear Mr. Rex,

We acknowledge receipt your letter dated Sept. 29, 1986 enclosed ALCOA'S contract No. 32003.

However if we give all of exclusive right to ALCOA for inventions, discoveries or improvements, it will cause the problem like producing new competitive products under ALCOA.
So please refer to attached sheet.
We would like to insert ① "In case you will accept" and also would like to omit ② last sentence of A.
And ③ our proposal terms should be 7 years.

Please contact with ALCOA to reconsider this 3 points and advise your comment by return.

Kind regards,

Very truly, yours

Asahi Asbestos Co., Ltd.

Manager

10 6, 7-CHOME, GINZA, CHUO-KU, TOKYO 104 JAPAN.

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

R. P. RARIBAULT
Vice President - Procurement

1986 September 16

Asahi Sekimen Kogyo K.K.
10-6, 7 Chome
Ginza, Chuo-KY
Tokyo 104, Japan

Reference: Secrecy Agreement
Contract No. 32003

Gentlemen:

We may invite your company to make recommendations and provide the type of refractories which may be used in ingot casting operations for our various locations. Certain information which we will furnish your company is of a confidential or a proprietary nature. We have disclosed or from time to time may disclose to your company orally or in writing other confidential information of Alcoa concerning the design, process and/or equipment. Such information may include but not be limited to reports, plans, documents, drawings, machines, writings, samples, tools, models, material and know-how.

This and the following will confirm our understanding concerning your company's obligations with respect to such information:

A. All processes, drawings, data, reports, plans, documents, business secrets and information of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement. And if your company makes any inventions, discoveries or improvements arising out of the performance of services for Alcoa, these inventions, discoveries or improvements shall be promptly disclosed by your company to Alcoa. All such inventions, discoveries or improvements shall be the sole and exclusive property of Alcoa except for those inventions, discoveries or improvements which solely relate to the manufacturing process and methods for refractories, including the mixing design of the raw materials comprising refractories, which shall be the sole and exclusive property of your company. Alcoa shall have a royalty-free, nonexclusive and irrevocable license to use such inventions, discoveries or improvements which are solely related to the manufacturing process and methods for refractories, and Alcoa may license Alcoa's subsidiaries and affiliates to use the same. (2)

(1) In case you will accept,

Your company will not prepare any writings, reports, publications, etc. in any way connected with or arising out of the process which you are studying for your company's use or for release to others, except as specifically required by Alcoa, without prior written consent of Alcoa.

B. Your company may disclose or reveal such information only to those in your organization who must have access to such information to perform the

services specifically required of your company by Alcoa. Your Company shall make known to all those in your organization who have access to such information your company's obligation hereunder and that such information is confidential information of Alcoa.

C. The obligation imposed upon your company shall not apply to information (1) which becomes available to the public through sources other than your company, or (2) which was published prior to the date hereof, or (3) which was in the possession of your company prior to the date hereof and not subject to an existing agreement of confidence between your company and Alcoa, (4) to information which your company can show was received after the date hereof from a third party who, to the best of your knowledge, did not acquire the information directly or indirectly from Alcoa under an obligation of confidence.

D. All models, drawings, sketches, documents, and other written information furnished to your company in connection with the services requested are loaned to your company for use solely in the performance of services for Alcoa, and shall be returned to Alcoa whenever return is requested by Alcoa.

E. Your company's obligations hereunder with respect to a particular item of information shall continue in effect for a period of ten (~~10~~) (3) 7 years from the date of receipt of said item of information and shall survive any termination of this agreement.

Please signify that you agree to the foregoing by signing and returning the attached acceptance copy of this letter.

Very truly yours,

H. M. Goern

H. M. Goern
General Manager &
Vice President

HMG:gyl

Attachment

cc: J. D. Boyce - 19

AGREED TO AND ACCEPTED THIS _____ DAY OF _____.

ASAHI SEKIMEN KOGYO K.K.

By _____

Date _____

November , 1986

Hi-Temp Products, Inc.
Ethridge Street at Railroad
Humboldt, TN 38343

Re: Secrecy Agreement Contract 32002

Gentlemen:

We have reviewed the changes to the above referenced agreement that Asahi has proposed. With one exception, Alcoa is prepared to accept all of Asahi's proposed changes. That one exception is the deletion of Alcoa's right to license its subsidiaries and affiliates to use inventions, discoveries or improvements related to refractories. Alcoa strongly believes that it should have the right to use such inventions, discoveries or improvements throughout its operating system. The form of the operating entity, be it a division of Alcoa or a separate entity such as a subsidiary or affiliate, should not be determinative of Alcoa's right to use this information. Further, in making this request, we do not perceive that Asahi and Hi-Temp will be significantly disadvantaged by granting this request.

If Hi-Temp and Asahi are agreeable to all other aspects of the revised agreement, I would be happy to prepare final copies of the agreement for signature. If I can be of further assistance, do not hesitate to contact me.

Very truly yours,

J. Dennis Boyce
Senior Staff Buyer
1426W

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

J. F. ASHIBAULT
Vice President - Procurement

1986 September 16

Mr. Rex C. McAvoy
Hi-Temp Products, Inc.
Ethridge Street @ Railroad
Humboldt, TN 38343

Dear Rex:

This letter refers to our recent discussions concerning Asahi's revision to paragraph A of our proposed secrecy agreement.

We've rewritten the agreement and submit it here for their and your approval. We think it incorporates their thoughts about new discovery, etc. We continue to ask for a ten-year period for this agreement. Since we agree with paragraph A's revision, we hope Asahi will honor our request for a ten-year agreement.

Here are two copies each for both Hi-Temp and Asahi. If this agreement is acceptable, please sign both Hi-Temp copies, returning one signed copy to me. Please ask Asahi to review and sign their copies, also returning one copy to me.

Thanks for your promptness.

Sincerely,

J. D. Boyce
Senior Staff Buyer

JDB:gyl

Attachments

nnoocc: E. L. Rooy - AB23
M. W. Vance - Alcoa Technical Center
W. Lansdale - Warrick Opers.

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

F. W. BARBAULT
Vice President Procurement

ALCOA

1986 September 16

Hi-Temp Products, Inc.
Ethridge Street @ Railroad
Humboldt, TN 38343

Reference: Secrecy Agreement
Contract No. 32002

Gentlemen:

We may invite your company to make recommendations and provide the type of refractories which may be used in ingot casting operations for our various locations. Certain information which we will furnish your company is of a confidential or a proprietary nature. We have disclosed or from time to time may disclose to your company orally or in writing other confidential information of Alcoa concerning the design, process and/or equipment. Such information may include but not be limited to reports, plans, documents, drawings, machines, writings, samples, tools, models, material and know-how.

This and the following will confirm our understanding concerning your company's obligations with respect to such information:

A. All processes, drawings, data, reports, plans, documents, business secrets and information of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement. And if your company makes any inventions, discoveries or improvements arising out of the performance of services for Alcoa, these inventions, discoveries or improvements shall be promptly disclosed by your company to Alcoa. All such inventions, discoveries or improvements shall be the sole and exclusive property of Alcoa except for those inventions, discoveries or improvements which solely relate to the manufacturing process and methods for refractories, including the mixing design of the raw materials comprising refractories, which shall be the sole and exclusive property of your company. Alcoa shall have a royalty-free, nonexclusive and irrevocable license to use such inventions, discoveries or improvements which are solely related to the manufacturing process and methods for refractories, ~~and Alcoa may license Alcoa's subsidiaries and affiliates to use the same~~.

In case you will accept,

Your company will not prepare any writings, reports, publications, etc. in any way connected with or arising out of the process which you are studying for your company's use or for release to others, except as specifically required by Alcoa, without prior written consent of Alcoa.

B. Your company may disclose or reveal such information only to those in your organization who must have access to such information to perform the

services specifically required of your company by Alcoa. Your Company shall make known to all those in your organization who have access to such information your company's obligation hereunder and that such information is confidential information of Alcoa.

C. The obligation imposed upon your company shall not apply to information (1) which becomes available to the public through sources other than your company, or (2) which was published prior to the date hereof, or (3) which was in the possession of your company prior to the date hereof and not subject to an existing agreement of confidence between your company and Alcoa, (4) to information which your company can show was received after the date hereof from a third party who, to the best of your knowledge, did not acquire the information directly or indirectly from Alcoa under an obligation of confidence.

D. All models, drawings, sketches, documents, and other written information furnished to your company in connection with the services requested are loaned to your company for use solely in the performance of services for Alcoa, and shall be returned to Alcoa whenever return is requested by Alcoa.

E. Your company's obligations hereunder with respect to a particular item of information shall continue in effect for a period of ~~ten (10)~~ 7 years from the date of receipt of said item of information and shall survive any termination of this agreement.

Please signify that you agree to the foregoing by signing and returning the attached acceptance copy of this letter.

Very truly yours,

H. M. Goern

H. M. Goern
General Manager &
Vice President

HMG:gyl

Attachment

[redacted]

AGREED TO AND ACCEPTED THIS _____ DAY OF _____.

HI-TEMP PRODUCTS, INC.

By _____

Date _____

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

R. P. BARBARO
Vice President

1986 September 16

Asahi Sekimen Kogyo K.K.
10-6, 7 Chome
Ginza, Chuo-KY
Tokyo 104, Japan

Reference: Secrecy Agreement
Contract No. 32003

Gentlemen:

We may invite your company to make recommendations and provide the type of refractories which may be used in ingot casting operations for our various locations. Certain information which we will furnish your company is of a confidential or a proprietary nature. We have disclosed or from time to time may disclose to your company orally or in writing other confidential information of Alcoa concerning the design, process and/or equipment. Such information may include but not be limited to reports, plans, documents, drawings, machines, writings, samples, tools, models, material and know-how.

This and the following will confirm our understanding concerning your company's obligations with respect to such information:

A. All processes, drawings, data, reports, plans, documents, business secrets and information of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement. And if your company makes any inventions, discoveries or improvements arising out of the performance of services for Alcoa, these inventions, discoveries or improvements shall be promptly disclosed by your company to Alcoa. All such inventions, discoveries or improvements shall be the sole and exclusive property of Alcoa except for those inventions, discoveries or improvements which solely relate to the manufacturing process and methods for refractories, including the mixing design of the raw materials comprising refractories, which shall be the sole and exclusive property of your company. Alcoa shall have a royalty-free, nonexclusive and irrevocable license to use such inventions, discoveries or improvements which are solely related to the manufacturing process and methods for refractories, and Alcoa may license Alcoa's subsidiaries and affiliates to use the same.

   Your company will not prepare any writings, reports, publications, etc. in any way connected with or arising out of the process which you are studying for your company's use or for release to others, except as specifically required by Alcoa, without prior written consent of Alcoa.

B. Your company may disclose or reveal such information only to those in your organization who must have access to such information to perform the

services specifically required of your company by Alcoa. Your Company shall make known to all those in your organization who have access to such information your company's obligation hereunder and that such information is confidential information of Alcoa.

C. The obligation imposed upon your company shall not apply to information (1) which becomes available to the public through sources other than your company, or (2) which was published prior to the date hereof, or (3) which was in the possession of your company prior to the date hereof and not subject to an existing agreement of confidence between your company and Alcoa, (4) to information which your company can show was received after the date hereof from a third party who, to the best of your knowledge, did not acquire the information directly or indirectly from Alcoa under an obligation of confidence.

D. All models, drawings, sketches, documents, and other written information furnished to your company in connection with the services requested are loaned to your company for use solely in the performance of services for Alcoa, and shall be returned to Alcoa whenever return is requested by Alcoa.

E. Your company's obligations hereunder with respect to a particular item of information shall continue in effect for a period of ten (10) years from the date of receipt of said item of information and shall survive any termination of this agreement.

Please signify that you agree to the foregoing by signing and returning the attached acceptance copy of this letter.

Very truly yours,

H. M. Goern

H. M. Goern
General Manager &
Vice President

HMG:gyl

Attachment

[redacted]

AGREED TO AND ACCEPTED THIS _____ DAY OF _____.

ASAHI SEKIMEN KOGYO K.K.

By _____

Date _____

FROM J. D. BOYCE

PITTSBURGH OFFICE - 19

TO H. M. GOERN

PITTSBURGH OFFICE - 19

1986 September 16

RE: SECRECY AGREEMENTS CONTRACTS #32002, 32003
Ref: Alcoa Letters Dated 1986 June 23 (Same Subject)

Here are revised letters for both Hi-Temp Products and their principal, Asahi Sekimen.

Asahi's exception to both the period of time and paragraph A referring to inventions and discoveries. We continue to ask for a 10 year period (they wanted 5). Legal reviewed and rewrote paragraph A. We believe it's fair to all while protecting Alcoa's interests.

Please review and sign, if you approve.

J. D. BOYCE

JDB:gyl

Attachments

ALCOA

SF-4563 (REV 11-68)

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

ALCOA

Pulled 13 Oct 86

1986 September 16

Asahi Sekimen Kogyo K.K.
10-6, 7 Chome
Ginza, Chuo-KY
Tokyo 104, Japan

Reference: Secrecy Agreement
Contract No. 32003

Gentlemen:

We may invite your company to make recommendations and provide the type of refractories which may be used in ingot casting operations for our various locations. Certain information which we will furnish your company is of a confidential or a proprietary nature. We have disclosed or from time to time may disclose to your company orally or in writing other confidential information of Alcoa concerning the design, process and/or equipment. Such information may include but not be limited to reports, plans, documents, drawings, machines, writings, samples, tools, models, material and know-how.

This and the following will confirm our understanding concerning your company's obligations with respect to such information:

A. All processes, drawings, data, reports, plans, documents, business secrets and information of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement. And if your company makes any inventions, discoveries or improvements arising out of the performance of services for Alcoa, these inventions, discoveries or improvements shall be promptly disclosed by your company to Alcoa. All such inventions, discoveries or improvements shall be the sole and exclusive property of Alcoa except for those inventions, discoveries or improvements which solely relate to the manufacturing process and methods for refractories, including the mixing design of the raw materials comprising refractories, which shall be the sole and exclusive property of your company. Alcoa shall have a royalty-free, nonexclusive and irrevocable license to use such inventions, discoveries or improvements which are solely related to the manufacturing process and methods for refractories, and Alcoa may license Alcoa's subsidiaries and affiliates to use the same.

   Your company will not prepare any writings, reports, publications, etc. in any way connected with or arising out of the process which you are studying for your company's use or for release to others, except as specifically required by Alcoa, without prior written consent of Alcoa.

B. Your company may disclose or reveal such information only to those in your organization who must have access to such information to perform the

services specifically required of your company by Alcoa. Your Company shall make known to all those in your organization who have access to such information your company's obligation hereunder and that such information is confidential information of Alcoa.

C. The obligation imposed upon your company shall not apply to information (1) which becomes available to the public through sources other than your company, or (2) which was published prior to the date hereof, or (3) which was in the possession of your company prior to the date hereof and not subject to an existing agreement of confidence between your company and Alcoa, (4) to information which your company can show was received after the date hereof from a third party who, to the best of your knowledge, did not acquire the information directly or indirectly from Alcoa under an obligation of confidence.

D. All models, drawings, sketches, documents, and other written information furnished to your company in connection with the services requested are loaned to your company for use solely in the performance of services for Alcoa, and shall be returned to Alcoa whenever return is requested by Alcoa.

E. Your company's obligations hereunder with respect to a particular item of information shall continue in effect for a period of ten (10) years from the date of receipt of said item of information and shall survive any termination of this agreement.

Please signify that you agree to the foregoing by signing and returning the attached acceptance copy of this letter.

Very truly yours,

H. M. Goer

H. M. Goer
General Manager &
Vice President

HMG:gyl

Attachment

cc: J. D. Boyce - 19

AGREED TO AND ACCEPTED THIS _____ DAY OF _____.

ASAHI SEKIMEN KOGYO K.K.

By _____

Date _____

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

ALCOA

[illegible]
[illegible] Procurement

1986 June 23

Asahi Sekimen Kogyo K.K.
10-6, 7 Chome
Ginza, Chuo-KY
Tokyo 104, Japan

Reference: Secrecy Agreement
Contract No. 32003

Gentlemen:

We may invite your company to make recommendations and provide the type of refractories which may be used in ingot casting operations for our various locations. Certain information which we will furnish your company is of a confidential or a proprietary nature. We have disclosed or from time to time may disclose to your company orally or in writing other confidential information of Alcoa concerning the design, process and/or equipment. Such information may include but not be limited to reports, plans, documents, drawings, machines, writings, samples, tools, models, material and know-how.

This and the following will confirm our understanding concerning your company's obligations with respect to such information:

A. All processes, drawings, data, reports, plans, documents, business secrets and information of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement; and any inventions, discoveries and improvements which your company may make arising out of the performance of services hereunder and relating in any manner to Alcoa's business shall be promptly disclosed by your company to Alcoa, and the rights to any of the foregoing shall belong to Alcoa and your company shall never use nor permit the use of the same for the company's benefit or for the benefit of any other person, firm or corporation.

Your company will not prepare any writings, reports, publications, etc. in any way connected with or arising out of the process which you are studying for your company's use or for release to others, except as specifically required by Alcoa, without prior written consent of Alcoa.

B. Your company may disclose or reveal such information only to those in your organization who must have access to such information to perform the

services specifically required of your company by Alcoa. Your Company shall make known to all those in your organization who have access to such information your company's obligation hereunder and that such information is confidential information of Alcoa.

C. The obligation imposed upon your company shall not apply to information (1) which becomes available to the public through sources other than your company, or (2) which was published prior to the date hereof, or (3) which was in the possession of your company prior to the date hereof and not subject to an existing agreement of confidence between your company and Alcoa, (4) to information which your company can show was received after the date hereof from a third party who, to the best of your knowledge, did not acquire the information directly or indirectly from Alcoa under an obligation of confidence.

D. All models, drawings, sketches, documents, and other written information furnished to your company in connection with the services requested are loaned to your company for use solely in the performance of services for Alcoa, and shall be returned to Alcoa whenever return is requested by Alcoa.

E. Your company's obligations hereunder with respect to a particular item of information shall continue in effect for a period of ten (10) years from the date of receipt of said item of information and shall survive any termination of this agreement.

Please signify that you agree to the foregoing by signing and returning the attached acceptance copy of this letter.

Very truly yours,

H. M. Goern
General Manager &
Vice President

PEB:gyl

Attachment

cc: J. D. Boyce - 19

AGREED TO AND ACCEPTED THIS _____ DAY OF _____.

ASAHI SEKIMEN KOGYO K.K.

By _____

Date _____

Draft 1333W
8-29-86

Item A of the Asahi Secrecy Agreement may be amended by substituting the following for the first paragraph:

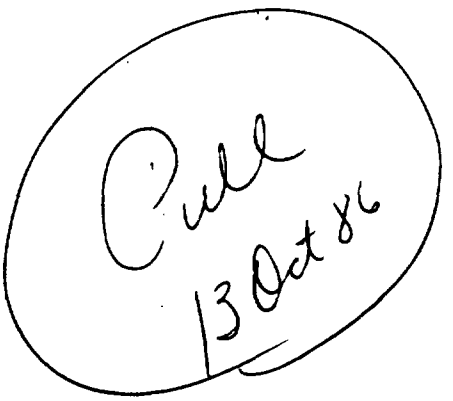
A. All processes, drawings, data, reports, plans, documents, business secrets and information of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement. And if your company makes any inventions, discoveries or improvements arising out of the performance of services for Alcoa, these inventions, discoveries or improvements shall be promptly disclosed by your company to Alcoa. All such inventions, discoveries or improvements shall be the sole and exclusive property of Alcoa except for those inventions, discoveries or improvements which solely relate to the manufacturing process and methods for refractories, including the mixing design of the raw materials comprising refractories, which shall be the sole and exclusive property of your company. Alcoa shall have a royalty-free, non-exclusive and irrevocable license to use such inventions, discoveries or improvements which are solely related to the manufacturing process and methods for refactories, and Alcoa may license Alcoa's subsidiaries and affiliates to use the same.

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

B. A. PAUL
Vice President, Procurement

ALCOA

1986 September 16



Hi-Temp Products, Inc.
Ethridge Street @ Railroad
Humboldt, TN 38343

Reference: Secrecy Agreement
Contract No. 32002

Gentlemen:

We may invite your company to make recommendations and provide the type of refractories which may be used in ingot casting operations for our various locations. Certain information which we will furnish your company is of a confidential or a proprietary nature. We have disclosed or from time to time may disclose to your company orally or in writing other confidential information of Alcoa concerning the design, process and/or equipment. Such information may include but not be limited to reports, plans, documents, drawings, machines, writings, samples, tools, models, material and know-how.

This and the following will confirm our understanding concerning your company's obligations with respect to such information:

A. All processes, drawings, data, reports, plans, documents, business secrets and information of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement. And if your company makes any inventions, discoveries or improvements arising out of the performance of services for Alcoa, these inventions, discoveries or improvements shall be promptly disclosed by your company to Alcoa. All such inventions, discoveries or improvements shall be the sole and exclusive property of Alcoa except for those inventions, discoveries or improvements which solely relate to the manufacturing process and methods for refractories, including the mixing design of the raw materials comprising refractories, which shall be the sole and exclusive property of your company. Alcoa shall have a royalty-free, nonexclusive and irrevocable license to use such inventions, discoveries or improvements which are solely related to the manufacturing process and methods for refractories, and Alcoa may license Alcoa's subsidiaries and affiliates to use the same.

   Your company will not prepare any writings, reports, publications, etc. in any way connected with or arising out of the process which you are studying for your company's use or for release to others, except as specifically required by Alcoa, without prior written consent of Alcoa.

B. Your company may disclose or reveal such information only to those in your organization who must have access to such information to perform the

services specifically required of your company by Alcoa. Your Company shall make known to all those in your organization who have access to such information your company's obligation hereunder and that such information is confidential information of Alcoa.

C. The obligation imposed upon your company shall not apply to information (1) which becomes available to the public through sources other than your company, or (2) which was published prior to the date hereof, or (3) which was in the possession of your company prior to the date hereof and not subject to an existing agreement of confidence between your company and Alcoa, (4) to information which your company can show was received after the date hereof from a third party who, to the best of your knowledge, did not acquire the information directly or indirectly from Alcoa under an obligation of confidence.

D. All models, drawings, sketches, documents, and other written information furnished to your company in connection with the services requested are loaned to your company for use solely in the performance of services for Alcoa, and shall be returned to Alcoa whenever return is requested by Alcoa.

E. Your company's obligations hereunder with respect to a particular item of information shall continue in effect for a period of ten (10) years from the date of receipt of said item of information and shall survive any termination of this agreement.

Please signify that you agree to the foregoing by signing and returning the attached acceptance copy of this letter.

Very truly yours,

H M Goern

H. M. Goern
General Manager &
Vice President

HMG:gyl

Attachment

cc: J. D. Boyce - 19

AGREED TO AND ACCEPTED THIS _____ DAY OF _____.

HI-TEMP PRODUCTS, INC.

By _____

Date _____

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH PENNSYLVANIA 21[illegible]

[illegible] BARIBAU[illegible]
[illegible] President Procurement

ALCOA

1986 June 23

Hi-Temp Products, Inc.
Ethridge Street @ Railroad
Humboldt, TN 38343

Reference: Secrecy Agreement
Contract No. 32002

Gentlemen:

We may invite your company to make recommendations and provide the type of refractories which may be used in ingot casting operations for our various locations. Certain information which we will furnish your company is of a confidential or a proprietary nature. We have disclosed or from time to time may disclose to your company orally or in writing other confidential information of Alcoa concerning the design, process and/or equipment. Such information may include but not be limited to reports, plans, documents, drawings, machines, writings, samples, tools, models, material and know-how.

This and the following will confirm our understanding concerning your company's obligations with respect to such information:

A. All processes, drawings, data, reports, plans, documents, business secrets and information of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement; and any inventions, discoveries and improvements which your company may make arising out of the performance of services hereunder and relating in any manner to Alcoa's business shall be promptly disclosed by your company to Alcoa, and the rights to any of the foregoing shall belong to Alcoa and your company shall never use nor permit the use of the same for the company's benefit or for the benefit of any other person, firm or corporation.

replace [illegible]

Your company will not prepare any writings, reports, publications, etc. in any way connected with or arising out of the process which you are studying for your company's use or for release to others, except as specifically required by Alcoa, without prior written consent of Alcoa.

B. Your company may disclose or reveal such information only to those in your organization who must have access to such information to perform the

services specifically required of your company by Alcoa. Your Company shall make known to all those in your organization who have access to such information your company's obligation hereunder and that such information is confidential information of Alcoa.

C. The obligation imposed upon your company shall not apply to information (1) which becomes available to the public through sources other than your company, or (2) which was published prior to the date hereof, or (3) which was in the possession of your company prior to the date hereof and not subject to an existing agreement of confidence between your company and Alcoa, (4) to information which your company can show was received after the date hereof from a third party who, to the best of your knowledge, did not acquire the information directly or indirectly from Alcoa under an obligation of confidence.

D. All models, drawings, sketches, documents, and other written information furnished to your company in connection with the services requested are loaned to your company for use solely in the performance of services for Alcoa, and shall be returned to Alcoa whenever return is requested by Alcoa.

E. Your company's obligations hereunder with respect to a particular item of information shall continue in effect for a period of ten (10) years from the date of receipt of said item of information and shall survive any termination of this agreement.

Please signify that you agree to the foregoing by signing and returning the attached acceptance copy of this letter.

Very truly yours,

H. M. Goerm

H. M. Goerm
General Manager &
Vice President

PEB:gyl

Attachment

cc: J. D. Boyce - 19

AGREED TO AND ACCEPTED THIS _____ DAY OF _____.

HI-TEMP PRODUCTS, INC.

By _____

Date _____

Draft 1333W
8-29-86

Item A of the Asahi Secrecy Agreement may be amended by substituting the following for the first paragraph:

A. All processes, drawings, data, reports, plans, documents, business secrets and information of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement. And if your company makes any inventions, discoveries or improvements arising out of the performance of services for Alcoa, these inventions, discoveries or improvements shall be promptly disclosed by your company to Alcoa. All such inventions, discoveries or improvements shall be the sole and exclusive property of Alcoa <u>except</u> for those inventions, discoveries or improvements which solely relate to the manufacturing process and methods for refractories, including the mixing design of the raw materials comprising refractories, which shall be the sole and exclusive property of your company. Alcoa shall have a royalty-free, non-exclusive and irrevocable license to use such inventions, discoveries or improvements which are solely related to the manufacturing process and methods for refactories, and Alcoa may license Alcoa's subsidiaries and affiliates to use the same.

Draft 1333W
8-29-86

Item A of the Asahi Secrecy Agreement may be amended by substituting the following for the first paragraph:

A. All processes, drawings, data, reports, plans, documents, business secrets and information of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement. And if your company makes any inventions, discoveries or improvements arising out of the performance of services for Alcoa, these inventions, discoveries or improvements shall be promptly disclosed by your company to Alcoa. All such inventions, discoveries or improvements shall be the sole and exclusive property of Alcoa except for those inventions, discoveries or improvements which solely relate to the manufacturing process and methods for refractories, including the mixing design of the raw materials comprising refractories, which shall be the sole and exclusive property of your company. Alcoa shall have a royalty-free, non-exclusive and irrevocable license to use such inventions, discoveries or improvements which are solely related to the manufacturing process and methods for refactories, and Alcoa may license Alcoa's subsidiaries and affiliates to use the same.

file

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

R. P. HARIBALDT
Vice President - Procurement

ALCOA

1986 June 18

Rex C. McAvoy
Hi-Temp Products, Inc.
Ethridge Street @ Railroad
Humboldt, TN 38343

Dear Rex:

This letter refers to your visit here on June 16 when we discussed initiating secrecy agreements with you and Asahi. These agreements cover confidential information which may be disclosed to you with respect to refractory applications in Alcoa's ingot casting operations.

Here are two copies of the secrecy agreements for both Hi-Temp and Asahi. If this agreement is acceptable, please sign both Hi-Temp copies, returning one signed copy to me. We'd appreciate your having Asahi sign their copies and return one to me also.

As soon as the secrecy agreements are executed, we'll schedule meetings, as necessary, to further discuss our applications.

Sincerely,

J. D. Boyce
Senior Staff Buyer

JDB:gyl

nnoocc: E. L. Rooy - 22
M. W. Vance - Alcoa Technical Center
W. Lansdale - Warrick Operations

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH PENNSYLVANIA 21[illegible]

[illegible] BARBAULT
[illegible] President Procurement

ALCOA

1986 June 23

Hi-Temp Products, Inc.
Ethridge Street @ Railroad
Humboldt, TN 38343

Reference: Secrecy Agreement
Contract No. 32002

Gentlemen:

We may invite your company to make recommendations and provide the type of refractories which may be used in ingot casting operations for our various locations. Certain information which we will furnish your company is of a confidential or a proprietary nature. We have disclosed or from time to time may disclose to your company orally or in writing other confidential information of Alcoa concerning the design, process and/or equipment. Such information may include but not be limited to reports, plans, documents, drawings, machines, writings, samples, tools, models, material and know-how.

This and the following will confirm our understanding concerning your company's obligations with respect to such information:

A. ~~All processes, drawings, data, reports, plans, documents, business secrets and information of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement; and any inventions, discoveries and improvements which your company may make arising out of the performance of services hereunder and relating in any manner to Alcoa's business shall be promptly disclosed by your company to Alcoa, and the rights to any of the foregoing shall belong to Alcoa and your company shall never use nor permit the use of the same for the company's benefit or for the benefit of any other person, firm or corporation.~~

replace

Your company will not prepare any writings, reports, publications, etc. in any way connected with or arising out of the process which you are studying for your company's use or for release to others, except as specifically required by Alcoa, without prior written consent of Alcoa.

B. Your company may disclose or reveal such information only to those in your organization who must have access to such information to perform the

services specifically required of your company by Alcoa. Your Company shall make known to all those in your organization who have access to such information your company's obligation hereunder and that such information is confidential information of Alcoa.

C. The obligation imposed upon your company shall not apply to information (1) which becomes available to the public through sources other than your company, or (2) which was published prior to the date hereof, or (3) which was in the possession of your company prior to the date hereof and not subject to an existing agreement of confidence between your company and Alcoa, (4) to information which your company can show was received after the date hereof from a third party who, to the best of your knowledge, did not acquire the information directly or indirectly from Alcoa under an obligation of confidence.

D. All models, drawings, sketches, documents, and other written information furnished to your company in connection with the services requested are loaned to your company for use solely in the performance of services for Alcoa, and shall be returned to Alcoa whenever return is requested by Alcoa.

E. Your company's obligations hereunder with respect to a particular item of information shall continue in effect for a period of ten (10) years from the date of receipt of said item of information and shall survive any termination of this agreement.

Please signify that you agree to the foregoing by signing and returning the attached acceptance copy of this letter.

Very truly yours,

H. M. Goern
General Manager &
Vice President

PEB:gyl

Attachment

[redacted]

AGREED TO AND ACCEPTED THIS _____ DAY OF _____.

HI-TEMP PRODUCTS, INC.

By _____

Date _____

ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

ALCOA

[illegible] BAR[illegible]
[illegible] President Procurement

1986 June 23

Asahi Sekimen Kogyo K.K.
10-6, 7 Chome
Ginza, Chuo-KY
Tokyo 104, Japan

Reference: Secrecy Agreement
Contract No. 32003

Gentlemen:

We may invite your company to make recommendations and provide the type of refractories which may be used in ingot casting operations for our various locations. Certain information which we will furnish your company is of a confidential or a proprietary nature. We have disclosed or from time to time may disclose to your company orally or in writing other confidential information of Alcoa concerning the design, process and/or equipment. Such information may include but not be limited to reports, plans, documents, drawings, machines, writings, samples, tools, models, material and know-how.

This and the following will confirm our understanding concerning your company's obligations with respect to such information:

A. All processes, drawings, data, reports, plans, documents, business secrets and information of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement; and any inventions, discoveries and improvements which your company may make arising out of the performance of services hereunder and relating in any manner to Alcoa's business shall be promptly disclosed by your company to Alcoa, and the rights to any of the foregoing shall belong to Alcoa and your company shall never use nor permit the use of the same for the company's benefit or for the benefit of any other person, firm or corporation.

   Your company will not prepare any writings, reports, publications, etc. in any way connected with or arising out of the process which you are studying for your company's use or for release to others, except as specifically required by Alcoa, without prior written consent of Alcoa.

B. Your company may disclose or reveal such information only to those in your organization who must have access to such information to perform the

services specifically required of your company by Alcoa. Your Company shall make known to all those in your organization who have access to such information your company's obligation hereunder and that such information is confidential information of Alcoa.

C. The obligation imposed upon your company shall not apply to information (1) which becomes available to the public through sources other than your company, or (2) which was published prior to the date hereof, or (3) which was in the possession of your company prior to the date hereof and not subject to an existing agreement of confidence between your company and Alcoa, (4) to information which your company can show was received after the date hereof from a third party who, to the best of your knowledge, did not acquire the information directly or indirectly from Alcoa under an obligation of confidence.

D. All models, drawings, sketches, documents, and other written information furnished to your company in connection with the services requested are loaned to your company for use solely in the performance of services for Alcoa, and shall be returned to Alcoa whenever return is requested by Alcoa.

E. Your company's obligations hereunder with respect to a particular item of information shall continue in effect for a period of ten (10) years from the date of receipt of said item of information and shall survive any termination of this agreement.

Please signify that you agree to the foregoing by signing and returning the attached acceptance copy of this letter.

Very truly yours,

H. M. Goern

H. M. Goern
General Manager &
Vice President

PEB:gyl

Attachment

[redacted]

AGREED TO AND ACCEPTED THIS _____ DAY OF _____.

ASAHI SEKIMEN KOGYO K.K.

By _____

Date _____

September 4, 1986

TO: J. D. BOYCE - 1962

FROM: LAWRENCE V. CASTNER - 12

X4974

RE: ASAHI CONFIDENTIAL INFORMATION AGREEMENT

Enclosed please find my proposed revision to Paragraph A of the Asahi confidential information agreement, consistent with our telephone conversation. You should note that the other material change proposed by Asahi is to shorten the period of confidentiality to five years. You may wish to reject this change in light of the compromise reached in Paragraph A. If I can be of further assistance, do not hesitate to contact me.

Lawrence V. Castner

LVC/pkm

Enclosure

Asahi Sekimen Kogyo K.K.
10-[illegible], 7-chome
Ginza, Chuo-ku
Tokyo 104, Japan

Reference: Secrecy Agreement
Contract No. 32003

Gentlemen:

We may invite your company to make recommendations and provide the type of refractories which may be used in ingot casting operations for our various locations. Certain information which we will furnish your company is of a confidential or a proprietary nature. We have disclosed or from time to time may disclose to your company orally or in writing other confidential information of Alcoa concerning the design, process and/or equipment. Such information may include but not be limited to reports, plans, documents, drawings, machines, writings, samples, tools, models, material and know-how.

This and the following will confirm our understanding concerning your company's obligations with respect to such information:

A. All processes, drawings, data, reports, plans, documents, business secrets and informations of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement. And if your company may make any inventions, discoveries and improvements which are arising out of the performance of the services relating in Alcoa's business, you have the rights to use the know-how (1) Manufacturing process and methods, (2) Mixing design of raw materials. And manufacturing and sales rights for the newly developed products shall belong to you. All of the rights except of the above mentioned shall belong to Alcoa.

   Your company will not prepare any writings, reports, publications, etc. in any way connected with or arising out of the process which you are studying for your company's use or for release to others, except as specifically required by Alcoa, without prior written consent of Alcoa.

B. Regarding of any information from Alcoa, your company may disclose or reveal such information only to those in your organization who must have access to such information to perform the services specifically required of your company by Alcoa. Your company shall make known to all those in your organization who have access to such information your company's obligation hereunder and that such information is confidential information of Alcoa.

C. The obligation imposed upon your company shall not apply to information (1) which becomes available to the public through sources other than your company, or (2) which was published prior to the date hereof, or (3) which was in the possession of your company prior to the date hereof and not subject to an existing agreement of confidence between your company and Alcoa, (4) to information which your company can show was received after the date hereof from a third party who, to the best of your knowledge, did not acquire the information directly or indirectly from Alcoa under an obligation of confidence.

D. All models, drawings, sketches, documents, and other written information furnished to your company in connection with the services requested are loaned to your company for use solely in the performance of services for Alcoa, and shall be returned to Alcoa whenever return is requested by Alcoa.

E. Your company's obligations hereunder with respect to a particular item of information shall continue in effect for a period of five (5) years from the date of receipt of said item of information and shall survive any termination of this agreement.

Please signify that you agree to the foregoing by signing and returning the attached acceptance copy of this letter.

Very truly yours,

H. M. Goern
General Manager &
Vice President

PEB:gyl

Attachment

cc: J. D. Boyce - 19

AGREED TO AND ACCEPTED THIS _____ DAY OF _____ .

ASAHI SEKIMEN KOGYO K.K.

BY _____ Senior Managing Director

Date July 28, 1986

Asahi Sekimen Kogyo K.K.
10-6, 7-chome
Ginza, Chuo-ku
Tokyo 104, Japan

Reference: Secrecy Agreement
Contract No. 32003

Gentlemen:

We may invite your company to make recommendations and provide the type of refractories which may be used in ingot casting operations for our various locations. Certain information which we will furnish your company is of a confidential or a proprietary nature. We have disclosed or from time to time may disclose to your company orally or in writing other confidential information of Alcoa concerning the design, process and/or equipment. Such information may include but not be limited to reports, plans, documents, drawings, machines, writings, samples, tools, models, material and know-how.

This and the following will confirm our understanding concerning your company's obligations with respect to such information:

A. All processes, drawings, data, reports, plans, documents, business secrets and informations of any kind pertaining to Alcoa's business which your company learns of or obtains from Alcoa shall be kept by your company as secret and confidential during the term of this agreement. And if your company may make any inventions, discoveries and improvements which are arising out of the performance of the services relating in Alcoa's business, you have the rights to use the know-how (1) Manufacturing process and methods, (2) Mixing design of raw materials. And manufacturing and sales rights for the newly developed products shall belong to you. All of the rights except of the above mentioned shall belong to Alcoa.

   Your company will not prepare any writings, reports, publications, etc. in any way connected with or arising out of the process which you are studying for your company's use or for release to others, except as specifically required by Alcoa, without prior written consent of Alcoa.

B. Regarding of any information from Alcoa, your company may disclose or reveal such information only to those in your organization who must have access to such information to perform the services specifically required of your company by Alcoa. Your company shall make known to all those in your organization who have access to such information your company's obligation hereunder and that such information is confidential information of Alcoa.

C. The obligation imposed upon your company shall not apply to information (1) which becomes available to the public through sources other than your company, or (2) which was published prior to the date hereof, or (3) which was in the possession of your company prior to the date hereof and not subject to an existing agreement of confidence between your company and Alcoa, (4) to information which your company can show was received after the date hereof from a third party who, to the best of your knowledge, did not acquire the information directly or indirectly from Alcoa under an obligation of confidence.

D. All models, drawings, sketches, documents, and other written information furnished to your company in connection with the services requested are loaned to your company for use solely in the performance of services for Alcoa, and shall be returned to Alcoa whenever return is requested by Alcoa.

E. Your company's obligations hereunder with respect to a particular item of information shall continue in effect for a period of five (5) years from the date of receipt of said item of information and shall survive any termination of this agreement.

Please signify that you agree to the foregoing by signing and returning the attached acceptance copy of this letter.

Very truly yours,

H. M. Goern
General Manager &
Vice President

PEB:gyl

Attachment

cc: J. D. Boyce - 19

AGREED TO AND ACCEPTED THIS _____ DAY OF _____ .

ASAHI SEKIMEN KOGYO K.K.

BY _____ Senior Managing Director

Date July 28, 1986

Asahi Asbestos Co., Ltd.

ESTABLISHED 1924

TEL :TOKYO 573-5111
CABLE:ASAHIASBESTOS TOKYO
TELEX:ASK J27602
FAX :TOKYO 572-2175

Our Ref: SP-538-86 (L)
Your Ref:
TOKYO July 28, 1986

Hi Temp Products, Inc.
Ethridge Street at Railroad,
Humboldt, TN 38343
U.S.A.

Attention: Mr. Rex Mcavoy

Dear Sir,

We received a proposal of ALCOA's Secrecy Agreement.

After our consideration, we wish to change several matters especially item A for the rights.

We would like to ask ALCOA that new developments, discoveries are belong to Asahi because our new material shall be sold to another customers. If we accept and agree their proposal, we worry that you and us have no chance to sell new products.

Please contact with ALCOA according to our proposal.

Waiting for your informations.

Yours faithfully,

Asahi Asbestos Co., Ltd.

Manager

hi temp
products, inc.

August 12, 1986

RECEIVED
AUG 13 1986
PURCHASING

Aluminum Company of America
1501 Alcoa Building
Pittsburg, Pa. 15219

Attention: J.D. Boyce
Senior Staff Buyer

Reference: Secrecy Agreement
Asahi's Proposal

Dear Dennis,

Per our discussion on August 12, 1986, I have enclosed proposed agreements Asahi agrees to make with Aluminum Company of America. Upon review of this document, please advise your findings. Hi Temp will then at that time inform Asahi of your acceptance or denial.

Please forward their agreement back to our company should you find it acceptable.

Yours very truly,

Rex C. McAvoy

Rex C. McAvoy
Vice President

RCMdm
Enc.

ETHRIDGE STREET AT RAILROAD HUMBOLDT, TENNESSEE 38343 TELEPHONE 901 / 784-6652