

This is a copy of the original agreement, signed by the only individual who saw the original agreement. R.E.

AGREEMENT entered into this day of January, 1936, between the Chicle Development Company, having its principal office at 500 Fifth Avenue, in the City of New York, State of New York, herein called the party of the first part, and the Board of Directors of the University of Cincinnati, located in the City of Cincinnati, State of Ohio, herein called part,

WITNESSETH:

WHEREAS the Chicle Development Company desires to have certain valuable investigation by the Kettering Laboratory of Applied Physiology of the University of Cincinnati, in a field of public health in which said Laboratory has been for some years; and

WHEREAS the Board of Directors of the University of Cincinnati approves such investigative work by said Laboratory;

NOW THEREFORE the parties hereto mutually agree as follows:

(1) The party of the second part agrees that the Kettering Laboratory of Applied Physiology of the University of Cincinnati shall do such investigative work for the party of the first part as and in the particulars and to the extent to be mutually agreed upon by the parties hereto.

(2) The party of the first part agrees to pay the University of Cincinnati for such investigative work a sum of money sufficient to defray the cost of all technical services and all operating expenses required in such work and in an amount to be mutually agreed upon by the parties hereto. The party of the first part agrees to pay said amount in advance to the Business Manager of the University of Cincinnati, subject to a credit of any prior part payment of said amount. The party of the second part agrees to refund to the party of the first part any unexpended balance of said payment, remaining after such work has been completed.

(3) The party of the first part agrees not to make any commercial use of the name of the University of Cincinnati or of the Kettering Laboratory of Applied Physiology thereof or of any member, officer or employee of said University or Laboratory, with respect to such investigative work.

(4) The parties hereto mutually agree that such

Investigative work shall be done by the University of Cincinnati in accordance with its public responsibilities.

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.

The Chiole Development Company,

By _____ (L.S.)

The Board of Directors of the University of Cincinnati,

By _____ (L.S.)