

cc: Mr. F. P. Warne

ETHYL CORPORATION

100 PARK AVENUE BUILDING AT 41st STREET

NEW YORK 17, N. Y.

August 30, 1960

CONFIDENTIAL

Dr. Robert A. Kehoe
The Kettering Laboratory
Eden and Bethesda Avenues
Cincinnati 19, Ohio

Dear Bob:

Referring to your letter of August 27, 1960, I want first to advise that Item No. 5 of the minutes of the Operating Committee meeting of August 3 is not quite correct. Fred Warne had told me of the question raised by you. I advised the Committee of the existence of a question in this area and asked for guidance. The minutes will be corrected accordingly.

In due course, Fred Warne and I will be prepared to discuss this subject with you in an endeavor to reach some solution. I think it is only fair to say that the matter is one of some seriousness to us also, and I am not at all prepared to accept the position indicated in your letter which would put the results of research paid for by Ethyl completely at the disposition of the Laboratory.

I am hopeful that we can reach a mutually acceptable solution and to that end we shall soon suggest getting together for a discussion.

Sincerely yours,



W. R. Perdue, Jr.
Vice President

WRPd

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August 27, 1960

CONFIDENTIAL

Mr. Wm. R. Perdue, Jr.,
Ethyl Corporation
100 Park Avenue
New York 17, New York

Dear Bill:

I have noted Item #5 of the Minutes of the Operating Committee meeting of August 3rd, your statement concerning Ethyl's new contract with The Kettering Laboratory. This statement relates to a clause which I queried with Fred Warne, pointing out that this (if it means what it says) violates a policy of The Kettering Laboratory, and through it, vitiates a necessary public responsibility of the University. As I pointed out to Fred, the Board of Directors will not sign such a contract, nor would I submit such a one to them.

There are ways, I am sure, by which the Corporation can protect its confidential information, but such information will have to be differentiated carefully from that obtained by The Kettering Laboratory in its investigations, which if they were not in the public interest, could hardly be justified. The latter are public property in the nature of the functions of the University. But even in strict relation to the interests of Ethyl Corporation such a contract would be unwise. It would mean that the Laboratory could not release information on a problem of Ethyl Corporation, even if it involved the public health, without Ethyl's consent. This is not only a fundamental abridgment of the right of a University to publish (which in itself is utterly unexceptionable), but this would defeat the Laboratory completely in its representation of the truth, and the whole truth as it sees it. We have been up against this matter, even in the courts, and have made an issue of the fact that while we hold ourselves responsible for dealing fairly and honestly with a sponsor, we reserve the right of exercising professional judgment as to what we say in print. It is this freedom to discover and disclose the truth that is the primary virtue of the Laboratory in presenting a case before the public or in the courts. If we give out only what we are permitted to disclose, our published testimony is worthless, and our only important asset has been destroyed.

If you will examine the clause of our short-form-model contract, we are held responsible for submitting all reports, publications, etc., of work done for a sponsor, to that sponsor "for comment and criticism", lest we divulge confident information (in know-how, process, etc., etc.) inadvertently. Nothing is said, however, about the right of withholding

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Mr. Wm. R. Perdue, Jr.

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consent to publish. This is as it should be. We expect to act honorably and prudently, but Ethyl Corporation will have to accept that on faith. I am sure you know it cannot be guaranteed by a contract. I am also sure that you appreciate the difference between your contracts in commercial matters, and your agreements with this University in respect to medical and hygiene information and the cost thereof.

I have not heard further from Fred Warne on this matter, but I expect to do so, and I am advising him by a confidential copy of this letter of the seriousness of this point.

If this letter appeals to you as being unduly critical in its implication, let me say that I feel sure that the full meaning of this clause, in relation to the fundamental rights and duties of a university, have not occurred to you. I hardly think I needed to argue the case with such vigor. As it happens, however, I have had to testify in court on just this point in defense of the public and professional position of the Laboratory, and I am a bit sensitive about it. Moreover, it is the crucial point in our public policy.

Sincerely yours,

Robert A. Kehoe, M. D.

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cc: Mr. Frederick P. Warne

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