

1969 Engineering
Walk-Hoydel Contract for 1967 & 1968

PLAINTIFF'S
EXHIBIT

QUALITY PARK
Leimweide
VERTICAL FILE POCKET
9 1/4 x 11 3/4 x 1/4 IN.
15145

ETC 04245

*File
w/ contract*

ETHYL CORPORATION

INTER-OFFICE

To Mr. W. D. Gottwald

ADDRESS Richmond

FROM D. B. Crawford

ADDRESS Baton Rouge

SUBJECT Engineering Service Contracts for 1968

DATE February 28, 1968

Enclosed are originally signed copies of three contracts for engineering services through December 31, 1968. These are with ~~Barnard and Berk Industrial Corporation, John L. Lowery and Associates, and~~ Walk, Haydel and Associates, Inc.

The usual support letters are attached.

D. B. Crawford

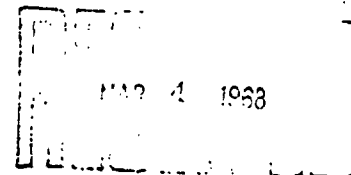
D. B. Crawford

/sl

Attachments

cc: Mr. J. W. Fleniken
Mr. C. A. Kyle
Mr. G. S. Roberts

ETHYL CORPORATION



W. D. GOTTWALD

E-08906

ETC 04246

Mr. W. D. Gottwald

W-H
Richmond

D. B. Crawford

Baton Rouge

Engineering Service Contracts for 1968

February 28, 1968

Enclosed are originally signed copies of three contracts for engineering services through December 31, 1968. These are with Barnard and Burk Industrial Corporation; John L. Lowery and Associates; and Walk, Heydel and Associates, Inc.

The usual support letters are attached.

D. B. Crawford

/sl

Attachments

cc: Mr. J. W. Fleniken
Mr. C. A. Kyle
Mr. G. S. Roberts

bcc: Mr. L. A. Hebert

F-08907

ETC 04247

WALK, HAYDEL & ASSOCIATES, INC.

ENGINEERING CONSULTANTS AND DESIGNERS

NEW ORLEANS, LOUISIANA, U. S. A.

DESIGN AND ENGINEERING SUPERVISION
OF INDUSTRIAL FACILITIES

COMPLETE PLANTS
ADDITIONS
MODERNIZATIONS

February 2, 1968

FACILITIES EVALUATIONS
ECONOMIC SURVEYS AND REPORTS

MAIN OFFICES
762 BARONNE STREET 70113
TELEPHONE 504-529-2133

CONFIDENTIAL

Ethyl Corporation
Engineering Department
P. O. Box 341
Baton Rouge, Louisiana

Attention: Mr. L. A. Hebert

Gentlemen:

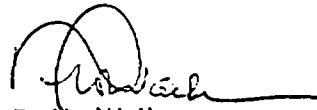
In accordance with a telephone discussion with Mr. L. A. Hebert of today, we enclose herewith two (2) signed copies of contract under which our firm will furnish engineering and drafting services to Ethyl during the calendar year 1968.

In connection with this contract, it is our understanding that release of our employees assigned to serve Ethyl at any time during the year 1968 would be limited to no more than three (3) per week, unless we were able to agree that a more accelerated release would not require us to terminate the employment of some of such individuals. If this understanding is correct, please so indicate by signing one copy of this letter and returning it to us.

Our forwarding of these signed copies of the contract had been previously held up pending our receipt from Ethyl of letter covering the above mentioned matter. This was discussed with Mr. V. O. Mitchell on November 22, 1967.

Sincerely yours,

WALK, HAYDEL & ASSOCIATES, INC.


F. H. Walk

FHW:sji
Enclosures

The above mentioned understanding concerning
release of personnel is correct:

F-08908

ETHYL CORPORATION

By: G. S. Roberts Date: 2/6/68

ETC 04248

WALK, HAYDEL & ASSOCIATES, INC.

ENGINEERING CONSULTANTS AND DESIGNERS

NEW ORLEANS, LOUISIANA, U. S. A.

DESIGN AND ENGINEERING SUPERVISION
OF INDUSTRIAL FACILITIES

COMPLETE PLANTS
ADDITIONS
MODERNIZATIONS

FACILITIES EVALUATIONS
ECONOMIC SURVEYS AND REPORTS

MAIN OFFICES
762 BARONNE STREET 70113
TELEPHONE 504-529-2133

February 2, 1968

CONFIDENTIAL

Ethyl Corporation
Engineering Department
P. O. Box 341
Baton Rouge, Louisiana

Attention: Mr. L. A. Hebert

Gentlemen:

In accordance with a telephone discussion with Mr. L. A. Hebert of today, we enclose herewith two (2) signed copies of contract under which our firm will furnish engineering and drafting services to Ethyl during the calendar year 1968.

In connection with this contract, it is our understanding that release of our employees assigned to serve Ethyl at any time during the year 1968 would be limited to no more than three (3) per week, unless we were able to agree that a more accelerated release would not require us to terminate the employment of some of such individuals. If this understanding is correct, please so indicate by signing one copy of this letter and returning it to us.

Our forwarding of these signed copies of the contract had been previously held up pending our receipt from Ethyl of letter covering the above mentioned matter. This was discussed with Mr. V. O. Mitchell on November 22, 1967.

Sincerely yours,

WALK, HAYDEL & ASSOCIATES, INC.



F. H. Walk

FHW:sji
Enclosures

The above mentioned understanding concerning
release of personnel is correct:

ETHYL CORPORATION

By: _____ Date: _____

E-08909

ETC 04249

THIS AGREEMENT made and entered into this 23rd day of November 1967 by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "ETHYL"), and WALK, HAYDEL & ASSOCIATES, INC., a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana and the City of New Orleans, Louisiana (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers and other personnel to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Contractor represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff at Baton Rouge, such services to consist of furnishing mechanical development draftsmen, designers and engineers; mechanical, piping, structural, and electrical draftsmen, designers, and engineers; project engineers, specification engineers, and if requested, a design leader and/or squad leaders, estimators, "material take-off" personnel, inspectors, and model builders; and further represents that it is in a position to furnish engineering services to Ethyl at Contractor's offices.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Contractor and Ethyl as follows:

F-08910

ETC 04250

1.

Contractor will make available to Ethyl on a full-time basis the number and classification of engineering personnel that Ethyl from time to time designates it requires to provide the engineering services which are to be performed in conjunction with Ethyl's Baton Rouge engineering staff. Ethyl shall have the right to increase or reduce its prior designation at any time provided that, in the event Ethyl reduces its requirement for Contractor's engineering personnel without giving a two week prior notice, Ethyl will pay Contractor an amount of money equal to two weeks' straight time salary (as approved pursuant to Article 4 hereof) for each Contractor employee who as a result of such reduction no longer performs services hereunder, except and unless said Contractor employee continues in the employ of Contractor.

2.

During all such times as Contractor supplies engineering personnel assistance to Ethyl in accordance with Article 1, should Ethyl so request, it shall designate one of its employees furnished hereunder as "Design Leader." Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen and designers furnished. The Design Leader shall also be in general charge of the project engineers, design engineers, specification engineers, development draftsmen and designers, estimators, material take-off personnel, inspectors, and model builders furnished and may or may not be

Contractor's representative in all matters pertaining to this contract. During periods when Ethyl does not desire the services of a resident "Design Leader," Contractor shall designate one employee to handle necessary work hours reports, etc., required for payroll and billing computations, etc. So long as the work is being performed in Ethyl's office the overall direction and coordination of the work performed by Contractor's personnel under terms of this contract shall, however, be the responsibility of Ethyl, whether or not a resident "Design Leader" is furnished by Contractor. For projects that may be assigned to Contractor on a full responsibility basis, refer to Article 8 hereof.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Contractor shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Contractor shall, for any and all purposes, be deemed and considered employees of Contractor and not of Ethyl.

4.

Prior to Contractor assigning any of its engineering personnel for services under the terms of this contract, it shall submit the employee's qualifications to Ethyl in writing and shall advise Ethyl of his salary, said qualifications and salary to be subject to Ethyl's approval. Ethyl reserves the right to request interviews

F-08912

ETC 04252

with prospective assignees prior to acceptance of these assignees under the terms of Article 1. Any increases in salaries given by Contractor to employees assigned to Ethyl must have Ethyl's prior approval if such increases are to be billed to Ethyl. Contractor will remove from the performance of such service any of its employees whom Ethyl requests to be removed by reason of said employee failing to perform in a satisfactory manner the services for which he was supplied, or for any other just cause.

5.

All Contractor personnel furnished to perform services under the terms of this contract will be required to work a minimum of eight (8) hours per day for five (5) days per week, except for holidays, vacations, etc., as provided herein. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

Ethyl agrees to provide Contractor personnel assigned to perform services under the terms of Article 1 of this contract with the working facilities deemed necessary by Ethyl (to include desks, drafting tables, chairs, and drafting machines, parallel bars or T-squares), but Ethyl will not furnish personal drafting tools. Such personal tools are to be supplied by Contractor or by its employees at Contractor's election.

F-08913

ETC 04253

7.

As full compensation to Contractor for services rendered, performed, and furnished under Article 1 of this contract, Ethyl agrees to:

(a) Reimburse Contractor the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the personnel performing services under this agreement;

(b) Reimburse Contractor for that portion of total salaries which it has paid to personnel performing services under this agreement for work actually performed in excess of forty hours per week in accordance with the following: Such reimbursement will be the employee's straight time rate multiplied by the number of hours worked, except that when Contractor by reason of the Wage and Hour Law or area practice is required to pay time and one-half for hours worked in excess of forty hours per week, Ethyl will reimburse Contractor for hours worked in excess of forty hours per week at one and one-half the employee's straight time rate multiplied by the number of overtime hours worked;

(c) Pay Contractor to cover its profit, overhead, insurance, employment taxes, and all other costs, a fee equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No fee shall be paid on the premium portion of overtime rates;

(d) In computing salaries under paragraph 7(a), provided an employee of Contractor has performed services hereunder on Ethyl's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary for eight hours

of straight time work, on all days which are officially designated as Ethyl Baton Rouge holidays. If said holiday occurs during a scheduled vacation, or bona-fide illness, the requirement for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl at least three weeks in advance of the first day in the vacation period. This requirement is particularly important when the vacation period includes, or is adjacent to on either end, one or more holidays.

The term "bona-fide illness" shall be defined as illness confirmed by hospitalization or a doctor's signed statement.

In computing overtime pay for those employees of Contractor who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law or area practice, the following shall be observed:

"Holiday hours, payment for which said employee of Contractor has earned by working in accordance with the requirements of this section (Section 7), hours absent due to bona-fide illness, military leave, jury duty, and scheduled vacation hours shall be considered as hours worked in determining total hours worked in a given week. The sole purpose of this

paragraph is to establish the basis for reimbursement by Ethyl of payment of premium overtime during weeks which contain holiday(s), scheduled vacations, military leave, jury duty, or periods of bona-fide illness. Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

Salaries paid by Contractor to its employees on other than official Ethyl Baton Rouge holidays will not be reimbursed by Ethyl.

If a Contractor employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl in addition to reimbursing the holidaytime presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay, but in computing fee thereon such hours will be considered as overtime. For those employees who are normally paid at the rate of time and one-half for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining total hours worked in the week. Straight time fee of fifty per centum (50%) will apply to holiday time presumed to have been worked.

(e) Sums due under this Article 7 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized semi-monthly invoices submitted by Contractor.

E-08916

ETC 04256

8.

(a) Contractor will also perform work for Ethyl at Contractor's offices, assuming overall project responsibility as requested; furnishing all supervision, direction, coordination, materials and supplies required; and such engineering design, drafting, consulting engineering, field surveying and related services as are requested by Ethyl. When Ethyl avails itself of such services, it shall pay Contractor for the services the sum of the current fixed hourly rates as on file in Ethyl's office.

(b) Tracing cloth (or paper) and other standard Ethyl forms will be furnished by Ethyl without charge to Contractor. Cost of drawing prints and other reproduction expense will be reimbursable to Contractor.

(c) Sums due under this Article 8 will be paid by Ethyl within ten (10) days after receipt by Ethyl of itemized invoices submitted by Contractor at the end of each month.

9.

All engineering and other personnel in the employ of Contractor shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Contractor will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Contractor and in the name of Ethyl Corporation as respective interests may appear.

F-08917

ETC 04257

(a) Workmen's Compensation and Employer's Liability Insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State of Louisiana, including occupational disease coverage and medical reimbursement, covering all employees working at, on, or away from the premises in the performance hereof. In addition, Employer's Liability insurance with limits of at least \$100,000 per person and \$100,000 aggregate with respect to all claims during each policy period, shall be carried to cover disease and injuries not covered under the Workmen's Compensation Law.

(b) Comprehensive General Liability and Contingent Liability Insurance shall be taken out and maintained to cover Contractor against any Public Liability and/or Property Damage claim that might arise from the operation hereof regardless of whether such operations be by Contractor or Subcontractor or any persons directly or indirectly employed by them. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person and not less than \$500,000 to cover all persons sustaining injury or death as a result of each occurrence and for not less than \$100,000 to cover loss or damage to property resulting from each accident. The Comprehensive Liability policy shall be endorsed so that wherever the word "accident" appears with respect to bodily injury liability, it will be changed to read "occurrence." Such insurance shall not exclude injury to or destruction of wires, conduits, mines, sewers, or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground nor shall such insurance exclude blasting, explosion, or collapse.

E-08918

ETC 04258

(c) Automotive Public Liability and Property Damage Insurance shall be taken out and maintained to cover the interests of Contractor against any public liability or property damage claims arising from the operation of motor vehicles in performance of the work under this contract, whether such operation be by Contractor or Subcontractor or any persons directly or indirectly employed by them. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Insurance Certificates - Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl Corporation, attention Insurance Coordinator, Box 341, Baton Rouge, Louisiana 70821 prior to the commencement of work under this agreement. All certificates must include the following clause: "It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to Ethyl Corporation, Attention Insurance Coordinator, Box 341, Baton Rouge, Louisiana 70821 as evidenced by return receipt of registered mail." Contractor shall on request permit an authorized agent of Ethyl to examine the original copies of any and all insurance policies issued in compliance with the above requirements.

11.

During the continuance of this contract. Contractor will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal, State and local Governments, regulating and in regard to the employment of

E-08919

ETC 04259

its employees in the performance thereof. Contractor indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making such payments.

12..

In the performance of the work authorized hereunder, Ethyl will from time to time-release to Contractor and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Contractor hereby agrees that all information and "know-how" released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Contractor and all drawings, tracings, prints, and other information furnished to Contractor by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Contractor agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and "know-how" acquired from Ethyl or developed by Contractor during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may

develop an interest made or conceived by personnel of Contractor while engaged in the performance of work authorized hereunder or resulting from information and "know-how" acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Contractor in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Contractor will make the fact of such discovery known to Ethyl as soon as it becomes known to Contractor. Contractor further agrees to request and use its best efforts in securing patent assignments to Contractor by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Contractor might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Contractor will secure from each person employed by it in the performance of work hereunder an agreement as follows:

To Walk, Haydel & Associates, Inc.:

"In consideration of the remuneration paid me by Walk, Haydel & Associates, Inc., and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Walk, Haydel & Associates, Inc., and assigned by it to work on assignments given to my employer by the Ethyl Corporation, I hereby agree:

E-08921

ETC 04261

"That any inventions or discoveries, or improvements, whether patentable or unpatentable, conceived by me or made in whole or in part by me during my employment with Walk, Haydel & Associates, Inc., and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Walk, Haydel & Associates, Inc.;

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior are the property of Walk, Haydel & Associates, Inc.;

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Walk, Haydel & Associates, Inc., who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, "know-how," or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing, and I will use particular care to insure that such information, "know-how" and data does not become known to those who are engaged in activities competitive with those of Walk, Haydel & Associates, Inc. or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside Ethyl Corporation and Walk, Haydel & Associates, Inc. There will also be much information that is marginal, and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret and confidential. In those cases where doubt arises, I will obtain permission from Walk, Haydel & Associates, Inc., and

E-08922

ETC 04262

Ethyl Corporation before using or divulging the information in question to others outside Walk, Haydel & Associates, Inc.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which Walk, Haydel & Associates, Inc. may reasonably require of me to vest in it all rights herein conveyed, said Walk, Haydel & Associates, Inc. bearing all reasonable expenses incurred by me at its request in connection therewith.

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Walk, Haydel & Associates, Inc. regarding its subject-matter."

" _____ "

Employee

"Place _____"

"Date _____"

13.

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1968, and extending through December 31, 1968. Ethyl shall have the right to cancel this agreement at any time by giving Contractor sixty (60) days' written notice of such cancellation.

Ethyl and Contractor each bind themselves, their successors, executors, administrators, and assigns to the other parties to this agreement and to the successors, executors,

E-08923

ETC 04263

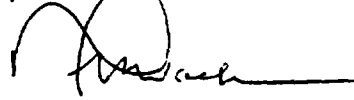
administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

Except as above, neither Ethyl nor Contractor shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

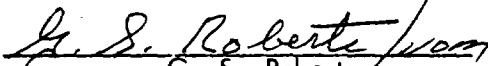
Donna L. Morris
Sandra Rolland

WALK, HAYDEL & ASSOCIATES, INC.

By 

Penelope J. Hossard
Patricia M. Ryan

ETHYL CORPORATION

By 
G. S. Roberts
Chief Engineer

E-08924

ETC 04264

file W-H

Mr. W. D. Gottwald

Richmond

D. B. Crawford

Baton Rouge

Engineering Service Contracts for 1968

February 28, 1968

Enclosed are originally signed copies of three contracts for engineering services through December 31, 1968. These are with Barnard and Burk Industrial Corporation; John L. Lowery and Associates; and Viak, Haydel and Associates, Inc.

The usual support letters are attached.

D. B. Crawford

/sl

Attachments

cc: Mr. J. W. Fleniken
Mr. C. A. Kyle
Mr. G. S. Roberts

bcc: Mr. L. A. Hebert

E-08925

ETC 04265

ETHYL CORPORATION

Advice of Contract Clearance

Division or Department Engineering Contract Date 11/23/67
Location Baton Rouge Contract Number _____
(If any)
Contractor (Individual or Corporation) Walk, Haydel & Associates, Inc.
Description (Brief Outline) Contract covers engineering, drafting, and other services.

A. Reviewed and Cleared by:

	<u>Name or Initial</u>	<u>Date</u>
Law	<u>C. Kyle</u>	<u>2/20/68</u>
Patent (if required)	_____	_____
Finance:		
Tax	<u>JDO</u>	<u>2/22/68</u>
Insurance	<u>JDO</u>	<u>2/22/68</u>
Cash Control	<u>JDO</u>	<u>2/22/68</u>

~~B. This contract does not require specific clearance under Section V of Contract Procedure, since it is a "standard" or "simple, routine" contract.~~

D. B. Crawford 2-28-68
Div. or Dept. Contract Date
Administrator's Initials

Note: After clearance has been completed, the department or division contract administrator will forward this form attached to the applicable contract to the Corporate Contract Administrator for his records.

E-08926

ETC 04266

WALK, HAYDEL & ASSOCIATES, INC.

ENGINEERING CONSULTANTS AND DESIGNERS

NEW ORLEANS, LOUISIANA, U. S. A.

DESIGN AND ENGINEERING SUPERVISION
OF INDUSTRIAL FACILITIES

COMPLETE PLANTS
ADDITIONS
MODERNIZATIONS

FACILITIES EVALUATIONS
ECONOMIC SURVEYS AND REPORTS

MAIN OFFICES
762 BARONNE STREET 70113
TELEPHONE 504-529-2133

February 2, 1968

CONFIDENTIAL

Ethyl Corporation
Engineering Department
P. O. Box 341
Baton Rouge, Louisiana

Attention: Mr. L. A. Hebert

Gentlemen:

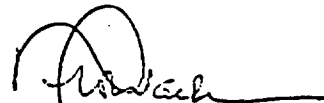
In accordance with a telephone discussion with Mr. L. A. Hebert of today, we enclose herewith two (2) signed copies of contract under which our firm will furnish engineering and drafting services to Ethyl during the calendar year 1968.

In connection with this contract, it is our understanding that release of our employees assigned to serve Ethyl at any time during the year 1968 would be limited to no more than three (3) per week, unless we were able to agree that a more accelerated release would not require us to terminate the employment of some of such individuals. If this understanding is correct, please so indicate by signing one copy of this letter and returning it to us.

Our forwarding of these signed copies of the contract had been previously held up pending our receipt from Ethyl of letter covering the above mentioned matter. This was discussed with Mr. V. O. Mitchell on November 22, 1967.

Sincerely yours,

WALK, HAYDEL & ASSOCIATES, INC.


F. H. Walk

FHW:sji
Enclosures

The above mentioned understanding concerning
release of personnel is correct:

ETHYL CORPORATION

By: J. S. Roberts Date: 2/6/68

E-08927

ETC 04267

THIS AGREEMENT made and entered into this 23rd day of November 1967 by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "ETHYL"), and WALK, HAYDEL & ASSOCIATES, INC., a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana and the City of New Orleans, Louisiana (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers and other personnel to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Contractor represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff at Baton Rouge, such services to consist of furnishing mechanical development draftsmen, designers and engineers; mechanical, piping, structural, and electrical draftsmen, designers, and engineers; project engineers, specification engineers, and if requested, a design leader and/or squad leaders, estimators, "material take-off" personnel, inspectors, and model builders; and further represents that it is in a position to furnish engineering services to Ethyl at Contractor's offices.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Contractor and Ethyl as follows:

E-08928

ETC 04268

1.

Contractor will make available to Ethyl on a full-time basis the number and classification of engineering personnel that Ethyl from time to time designates it requires to provide the engineering services which are to be performed in conjunction with Ethyl's Baton Rouge engineering staff. Ethyl shall have the right to increase or reduce its prior designation at any time provided that, in the event Ethyl reduces its requirement for Contractor's engineering personnel without giving a two week prior notice, Ethyl will pay Contractor an amount of money equal to two weeks' straight time salary (as approved pursuant to Article 4 hereof) for each Contractor employee who as a result of such reduction no longer performs services hereunder, except and unless said Contractor employee continues in the employ of Contractor.

2.

During all such times as Contractor supplies engineering personnel assistance to Ethyl in accordance with Article 1, should Ethyl so request, it shall designate one of its employees furnished hereunder as "Design Leader." Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen and designers furnished. The Design Leader shall also be in general charge of the project engineers, design engineers, specification engineers, development draftsmen and designers, estimators, material take-off personnel, inspectors, and model builders furnished and may or may not be

F-08929

ETC 04269

Contractor's representative in all matters pertaining to this contract. During periods when Ethyl does not desire the services of a resident "Design Leader," Contractor shall designate one employee to handle necessary work hours reports, etc., required for payroll and billing computations, etc. So long as the work is being performed in Ethyl's office the overall direction and coordination of the work performed by Contractor's personnel under terms of this contract shall, however, be the responsibility of Ethyl, whether or not a resident "Design Leader" is furnished by Contractor. For projects that may be assigned to Contractor on a full responsibility basis, refer to Article 8 hereof.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Contractor shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Contractor shall, for any and all purposes, be deemed and considered employees of Contractor and not of Ethyl.

4.

Prior to Contractor assigning any of its engineering personnel for services under the terms of this contract, it shall submit the employee's qualifications to Ethyl in writing and shall advise Ethyl of his salary, said qualifications and salary to be subject to Ethyl's approval. Ethyl reserves the right to request interviews

E-08930

ETC 04270

with prospective assignees prior to acceptance of these assignees under the terms of Article 1. Any increases in salaries given by Contractor to employees assigned to Ethyl must have Ethyl's prior approval if such increases are to be billed to Ethyl. Contractor will remove from the performance of such service any of its employees whom Ethyl requests to be removed by reason of said employee failing to perform in a satisfactory manner the services for which he was supplied, or for any other just cause.

5.

All Contractor personnel furnished to perform services under the terms of this contract will be required to work a minimum of eight (8) hours per day for five (5) days per week, except for holidays, vacations, etc., as provided herein. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

Ethyl agrees to provide Contractor personnel assigned to perform services under the terms of Article 1 of this contract with the working facilities deemed necessary by Ethyl (to include desks, drafting tables, chairs, and drafting machines, parallel bars or T-squares), but Ethyl will not furnish personal drafting tools. Such personal tools are to be supplied by Contractor or by its employees at Contractor's election.

E-08931

ETC 04271

7.

As full compensation to Contractor for services rendered, performed, and furnished under Article 1 of this contract, Ethyl agrees to:

(a) Reimburse Contractor the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the personnel performing services under this agreement;

(b) Reimburse Contractor for that portion of total salaries which it has paid to personnel performing services under this agreement for work actually performed in excess of forty hours per week in accordance with the following: Such reimbursement will be the employee's straight time rate multiplied by the number of hours worked, except that when Contractor by reason of the Wage and Hour Law or area practice is required to pay time and one-half for hours worked in excess of forty hours per week, Ethyl will reimburse Contractor for hours worked in excess of forty hours per week at one and one-half the employee's straight time rate multiplied by the number of overtime hours worked;

(c) Pay Contractor to cover its profit, overhead, insurance, employment taxes, and all other costs, a fee equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No fee shall be paid on the premium portion of overtime rates;

(d) In computing salaries under paragraph 7(a), provided an employee of Contractor has performed services hereunder on Ethyl's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary for eight hours

E-08932

ETC 04272

of straight time work, on all days which are officially designated as Ethyl Baton Rouge holidays. If said holiday occurs during a scheduled vacation, or bona-fide illness, the requirement for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl at least three weeks in advance of the first day in the vacation period. This requirement is particularly important when the vacation period includes, or is adjacent to on either end, one or more holidays.

The term "bona-fide illness" shall be defined as illness confirmed by hospitalization or a doctor's signed statement.

In computing overtime pay for those employees of Contractor who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law or area practice, the following shall be observed:

"Holiday hours, payment for which said employee of Contractor has earned by working in accordance with the requirements of this section (Section 7), hours absent due to bona-fide illness, military leave, jury duty, and scheduled vacation hours shall be considered as hours worked in determining total hours worked in a given week. The sole purpose of this

F-08933

ETC 04273

paragraph is to establish the basis for reimbursement by Ethyl of payment of premium overtime during weeks which contain holiday(s), scheduled vacations, military leave, jury duty, or periods of bona-fide illness.

Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

Salaries paid by Contractor to its employees on other than official Ethyl Baton Rouge holidays will not be reimbursed by Ethyl.

If a Contractor employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl in addition to reimbursing the holidaytime presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay, but in computing fee thereon such hours will be considered as overtime. For those employees who are normally paid at the rate of time and one-half for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining total hours worked in the week. Straight time fee of fifty per centum (50%) will apply to holiday time presumed to have been worked.

(e) Sums due under this Article 7 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized semi-monthly invoices submitted by Contractor.

8.

(a) Contractor will also perform work for Ethyl at Contractor's offices, assuming overall project responsibility as requested; furnishing all supervision, direction, coordination, materials and supplies required; and such engineering design, drafting, consulting engineering, field surveying and related services as are requested by Ethyl. When Ethyl avails itself of such services, it shall pay Contractor for the services the sum of the current fixed hourly rates as on file in Ethyl's office.

(b) Tracing cloth (or paper) and other standard Ethyl forms will be furnished by Ethyl without charge to Contractor. Cost of drawing prints and other reproduction expense will be reimbursable to Contractor.

(c) Sums due under this Article 8 will be paid by Ethyl within ten (10) days after receipt by Ethyl of itemized invoices submitted by Contractor at the end of each month.

9.

All engineering and other personnel in the employ of Contractor shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Contractor will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Contractor and in the name of Ethyl Corporation as respective interests may appear.

E-08935

ETC 04275

(a) Workmen's Compensation and Employer's Liability Insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State of Louisiana, including occupational disease coverage and medical reimbursement, covering all employees working at, on, or away from the premises in the performance hereof. In addition, Employer's Liability insurance with limits of at least \$100,000 per person and \$100,000 aggregate with respect to all claims during each policy period, shall be carried to cover disease and injuries not covered under the Workmen's Compensation Law.

(b) Comprehensive General Liability and Contingent Liability Insurance shall be taken out and maintained to cover Contractor against any Public Liability and/or Property Damage claim that might arise from the operation hereof regardless of whether such operations be by Contractor or Subcontractor or any persons directly or indirectly employed by them. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person and not less than \$500,000 to cover all persons sustaining injury or death as a result of each occurrence and for not less than \$100,000 to cover loss or damage to property resulting from each accident. The Comprehensive Liability policy shall be endorsed so that wherever the word "accident" appears with respect to bodily injury liability, it will be changed to read "occurrence." Such insurance shall not exclude injury to or destruction of wires, conduits, mines, sewers, or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground nor shall such insurance exclude blasting, explosion, or collapse.

(c) Automotive Public Liability and Property Damage Insurance shall be taken out and maintained to cover the interests of Contractor against any public liability or property damage claims arising from the operation of motor vehicles in performance of the work under this contract, whether such operation be by Contractor or Subcontractor or any persons directly or indirectly employed by them. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Insurance Certificates - Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl Corporation, attention Insurance Coordinator, Box 341, Baton Rouge, Louisiana 70821 prior to the commencement of work under this agreement. All certificates must include the following clause: "It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to Ethyl Corporation, Attention Insurance Coordinator, Box 341, Baton Rouge, Louisiana 70821 as evidenced by return receipt of registered mail." Contractor shall on request permit an authorized agent of Ethyl to examine the original copies of any and all insurance policies issued in compliance with the above requirements.

11.

During the continuance of this contract. Contractor will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal, State and local Governments, regulating and in regard to the employment of

its employees in the performance thereof. Contractor indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making such payments.

12..

In the performance of the work authorized hereunder, Ethyl will from time to time-release to Contractor and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Contractor hereby agrees that all information and "know-how" released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Contractor and all drawings, tracings, prints, and other information furnished to Contractor by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Contractor agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and "know-how" acquired from Ethyl or developed by Contractor during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may

E-08938

ETC 04278

develop an interest made or conceived by personnel of Contractor while engaged in the performance of work authorized hereunder or resulting from information and "know-how" acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

if any person employed by Contractor in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Contractor will make the fact of such discovery known to Ethyl as soon as it becomes known to Contractor. Contractor further agrees to request and use its best efforts in securing patent assignments to Contractor by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Contractor might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Contractor will secure from each person employed by it in the performance of work hereunder an agreement as follows:

To Walk, Haydel & Associates, Inc.:

"In consideration of the remuneration paid me by Walk, Haydel & Associates, Inc., and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Walk, Haydel & Associates, Inc., and assigned by it to work on assignments given to my employer by the Ethyl Corporation, I hereby agree:

E-08939

ETC 04279

10.

"That any inventions or discoveries, or improvements, whether patentable or unpatentable, conceived by me or made in whole or in part by me during my employment with Walk, Haydel & Associates, Inc., and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Walk, Haydel & Associates, Inc.;

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior are the property of Walk, Haydel & Associates, Inc.;

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Walk, Haydel & Associates, Inc., who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, "know-how," or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing, and I will use particular care to insure that such information, "know-how" and data does not become known to those who are engaged in activities competitive with those of Walk, Haydel & Associates, Inc. or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside Ethyl Corporation and Walk, Haydel & Associates, Inc. There will also be much information that is marginal, and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret and confidential. In those cases where doubt arises, I will obtain permission from Walk, Haydel & Associates, Inc., and

F-08940

ETC 04280

14
Ethyl Corporation before using or divulging the information in question to others outside Walk, Haydel & Associates, Inc.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which Walk, Haydel & Associates, Inc. may reasonably require of me to vest in it all rights herein conveyed, said Walk, Haydel & Associates, Inc. bearing all reasonable expenses incurred by me at its request in connection therewith.

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Walk, Haydel & Associates, Inc. regarding its subject-matter."

" _____ "
Employee

"Place _____ "

"Date _____ "

13.

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1968, and extending through December 31, 1968. Ethyl shall have the right to cancel this agreement at any time by giving Contractor sixty (60) days' written notice of such cancellation.

Ethyl and Contractor each bind themselves, their successors, executors, administrators, and assigns to the other parties to this agreement and to the successors, executors,

E-08941

ETC 04281

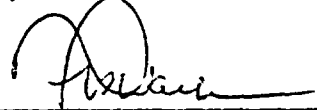
administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

Except as above, neither Ethyl nor Contractor shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

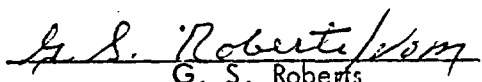
Donna R. Morris
Sandra Rolland

WALK, HAYDEL & ASSOCIATES, INC.

By 

Penelope S. Gessard
Pamela M. Dwyer

ETHYL CORPORATION

By 
G. S. Roberts
Chief Engineer

E-08942

ETC 04282

1

*initials
file*

bcc: Mr. D. B. Crawford ✓
Mr. L. A. Hebert
Mr. V. O. Mitchell
Mr. C. L. Simpson

November 20, 1967

Mr. Frank H. Walk
Walk, Haydel & Associates, Inc.
762 Baronne Street
New Orleans, Louisiana 70113

Dear Mr. Walk:

Enclosed are three signed copies of our revised standard contract covering engineering, drafting, and other services to be provided by your firm during 1968.

Article 1 pertaining to reduction in requirements for Walk employees has been revised to eliminate longer notices for reductions in excess of 10 percent. Article 7 has been revised to eliminate placement fee. Article 8 has been revised and requires that you send us a current listing of hourly rates to be used in conjunction with this article. Other provisions of this contract are basically the same as those in the 1967 document.

Please return two executed copies to us by December 1, 1967.

Very truly yours,

G. S. Roberts
Chief Engineer

GSR:peg

Attch.

E-08943

ETC 04283

*Contract for
"Walk"*

cc: Mr. J. W. Fleniken
Mr. C. A. Kyle
Mr. G. S. Roberts

Mr. W. D. Gottwald

Richmond

C. E. Daviet

Baton Rouge

Engineering Service Contracts for 1967

April 7, 1967

Enclosed are originally signed copies of three contracts for engineering services through December 31, 1967. These are with Barnard and Burk Industrial Corporation; John L. Lowery and Associates; and Walk, Haydel and Associates, Inc.

The usual support letters are attached.

C. E. Daviet

/sl

Attachments

F-08944

ETC 04284

*File
Contract per*

WALK, HAYDEL & ASSOCIATES, INC.

ENGINEERING CONSULTANTS AND DESIGNERS

NEW ORLEANS, LOUISIANA, U. S. A.

DESIGN AND ENGINEERING SUPERVISION
OF INDUSTRIAL FACILITIES

COMPLETE PLANTS
ADDITIONS
MODERNIZATIONS

March 29, 1967

FACILITIES EVALUATIONS
ECONOMIC SURVEYS AND REPORTS

MAIN OFFICES
762 BARONNE STREET 70113
TELEPHONE 504-529-2133

CONFIDENTIAL

Ethyl Corporation
Engineering Department
P. O. Box 341
Baton Rouge 1, Louisiana

Attention: Mr. L. A. Hebert

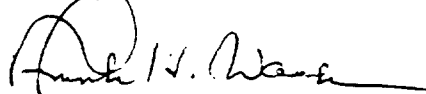
Gentlemen:

We enclose herewith two signed copies of Engineering Services Contract for 1967.

The delay in signing and returning this contract was occasioned by the necessity of our checking certain points of previous negotiation with Messrs. Daviet and Hebert. In this regard, we understand that Mr. Hebert is to send us a confirming memo relative to certain points of his interpretation of Ethyl's administration of Paragraph 6.(a)(2) of the contract.

Sincerely yours,

WALK, HAYDEL & ASSOCIATES, INC.



Frank H. Walk

FHW/mm

Enclosures

F-08945

ETC 04285

V

C. E. Dwyer

2 BR BRB 2-20-67

TO: MR G S ROBERTS - BR

THE EXECUTIVE COMMITTEE DURING MEETINGS HELD FEBRUARY 15 AND 16,
1967 APPROVED 1967 CONTRACT FOR ENGINEERING SERVICES (IN ACCORDANCE
WITH MR. SNYLIE'S MEMORANDUM TO MR. HERZOG DATED FEBRUARY 14, 1967.

HELEN SUTTON - 1:49 PM CST EBJ

E-08946

ETC 04286

CEU

Mr. R. Herzog (2)

Richmond

T. M. Smylie

Baton Rouge

1967 Contract for Engineering Services

February 14, 1967

For a number of years the Engineering department has contracted for the services of engineers, draftsmen, and technical specialists with several firms in the business of supplying engineering personnel on short- and long-term agreements. These contracts are for a one-year period, are highly flexible as to the number of men employed, and have proved to be an economical means of covering the Engineering department's manpower needs during periods of peak work load.

According to the present corporate contract procedure, any contract for one year or more must receive Executive Committee approval. Attached is a memorandum from Mr. G. S. Roberts to me requesting permission to sign renewal contracts for engineering services for 1967.

Please schedule for early Executive Committee action.

T. M. Smylie

hs

attachment

kk

✓bc: Mr. G. S. Roberts

F-08947

ETC 04287

cc: Dr. G. F. Kirby
bcc: Mr. C. E. Daviet

Mr. T. M. Smylie

G. S. Roberts

1967 Contract for Engineering Services

February 8, 1967

This is to request permission to sign renewal contracts for engineering services with Barnard and Burk Industrial Corporation, Walk-Haydel and Associates, and John L. Lowery and Associates for 1967.

The unit cost for these services will be about 3 1/2 percent higher this year. The contractors had requested increasing the overlay from 50 percent to 60 percent; however, after about 60 days of negotiation we were able to reduce the effective increase considerably through the application of a one-time placement fee of \$400 per position filled, plus a service charge of \$200 per position for which prior interviews were requested.

The \$400 placement fee is refundable to Ethyl 1) if an assignee is disqualified prior to 31 days, 2) if the contractor recalls an assignee for any cause prior to the completion of a year in continuous service, and 3) automatically, when a contractor's employee has completed a year in continuous assignment at Ethyl. The \$200 service charge for interviewing is not reimbursable.

Other terms and conditions of the contracts remain unchanged.

These contracts will enable the Engineering department to obtain sufficient supplementary manpower of specified qualifications. The cash cost per contract man-year averages \$14,600. The book cost, which includes the prorated housing charges, is approximately \$15,800 per year.

Equivalent Ethyl personnel, hired in lieu of continuing this contract would have an incremental cash cost of \$12,650 per man-year and an average book cost of \$14,600 per man-year.

Contract manpower varied between limits of 87 and 69 during 1966 and the maximum and minimum anticipated for 1967 is 83 and 56 respectively. The revised 1967 Engineering department budget allows for an average of 64 man-years of contract work at an estimated direct cost of \$980,000. Since the timing and

F-08948

ETC 04288

number of personnel required is subject to considerable variation, the advantage of flexibility and short term availability of contract personnel justifies the unit cost difference of contract over incremental Ethyl cost.

G. S. Roberts

/sl

E-08949

ETC 04289

THIS AGREEMENT made and entered into this 15 day of JANUARY, 1967
by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly
authorized to transact business in the State of Louisiana (hereinafter referred to as "Ethyl"),
and WALK, HAYDEL & ASSOCIATES, INC., a corporation of the State of Louisiana,
with offices in the City of Baton Rouge, Louisiana and the City of New Orleans, Louisiana
(hereinafter referred to as "Walk").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of
the services of engineers and other personnel to assist in the engineering work and supple-
ment its own general engineering staff; and,

WHEREAS, Walk represents to Ethyl that it is in a position to furnish engineering
services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineer-
ing staff at Baton Rouge; such services to consist of furnishing mechanical development
draftsmen, designers and engineers; mechanical, piping, structural, and electrical
draftsmen, designers, and engineers; project engineers, specification engineers; and, if
requested, a design leader and/or squad leaders, estimators, "material take-off" personnel,
inspectors, and model builders; and further represents that it is in a position to furnish
engineering services to Ethyl at Walk's offices in Baton Rouge, Louisiana and/or New
Orleans, Louisiana.

NOW, THEREFORE, in consideration of the mutual covenants and agreements
hereinafter contained, it is agreed by Walk and Ethyl as follows:

1.

Walk will make available to Ethyl on a full-time basis the number and classifi-
cation of engineering and other personnel that Ethyl from time to time designates it requires to

F-08950

ETC 04290

provide the engineering and related services which are to be performed in conjunction with Ethyl's Baton Rouge engineering staff. Upon giving Walk fifteen calendar days notice, Ethyl shall have the right to increase the number of Walk personnel so designated. Ethyl shall have the further right to reduce the number of Walk personnel so designated provided that in the event the reduction is 10% or less of the number designated, a minimum of fifteen (15) calendar days advance notice will be given to Walk. In the event Ethyl reduces its requirements for Walk's personnel without giving said notice, and if Walk is unable to immediately place such personnel on other work, Ethyl will pay Walk up to a maximum of two weeks' straight time compensation for each Walk employee who is included in such reduction of personnel; said amount shall include straight time compensation for services performed after said notice, plus an overlay as provided for under Article 7. Ethyl agrees to release no more than the following listed percentages of Walk personnel that may be assigned to serve Ethyl at any time without first giving the minimum notice times indicated:

<u>Percentage Reduction</u>	<u>Minimum Notice Time</u>
10% through 50%	30 calendar days
Over 50%	60 calendar days

Should Ethyl fail to adhere to the above minimum notice times, Walk will place such personnel on other work as soon as possible and an equitable settlement will be negotiated. In such circumstances Ethyl will not be liable to Walk for any amount in excess of actual salaries which Walk is obligated to pay (plus overlay as provided for under Article 7) between the date of reduction and the date each Walk employee involved

is placed by Walk on other work, provided further that Ethyl shall not be liable for any such salary or the applicable overlay (as provided for under Article 7) in excess of the amount Walk is liable for under Walk's individual contracts of employment with said personnel.

Ethyl agrees to advise Walk at periodic intervals concerning possible long-range needs for increasing or reducing the number of Walk personnel assigned to Ethyl in accordance with paragraph 1 of this article, and further agrees that wherever possible firm commitments concerning increases or reductions will be made to Walk with more advance notice than the minimum contractual obligations outlined above. In this regard it is understood and agreed by both parties to this agreement that proper and satisfactory services suited to Ethyl's needs can be furnished (for the economical overlay costs as provided for under Article 7 hereof, present conditions considered) only if full cooperation is extended by Ethyl in accordance with the foregoing.

2.

During all such times as Walk supplies engineering personnel assistance to Ethyl in accordance with Article 1, should Ethyl so request, Walk shall designate one of its employees furnished hereunder as "Design Leader." Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen and designers furnished. The Design Leader may or may not also be in general charge of the project engineers,

specification engineers, development draftsmen and designers, estimators, material take-off personnel, inspectors and model builders furnished and may or may not be Walk's representative in all matters pertaining to those parts of this contract. During periods when Ethyl does not desire the services of a resident "Design Leader," Walk shall designate one employee to handle necessary work hours reports, etc., required for payroll and billing computations, etc. So long as the work is being performed in Ethyl's office the overall direction and coordination of the work performed by Walk personnel under terms of this contract shall, however, be the responsibility of Ethyl, whether or not a resident "Design Leader" is furnished by Walk. For projects that may be assigned to Walk on a full responsibility basis, refer to Article 8 hereof.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Walk shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Walk shall, for any and all purposes, be deemed and considered employees of Walk and not of Ethyl.

4.

Prior to Walk assigning any of its engineering and other personnel for services under the terms of this contract, it shall submit the employee's qualifications to Ethyl in writing and shall advise Ethyl of his salary, said qualifications and salary to be subject to Ethyl's approval

E-08953

ETC 04293

Ethyl reserves the right to request interviews with prospective Walk assignees prior to acceptance of these assignees under the terms of Article 1. Any increases in salaries given by Walk to employees assigned to Ethyl must have Ethyl's prior approval if such increases are to be billed to Ethyl. Walk will remove from the performance of such service any of its employees whom Ethyl requests to be removed for just cause, and the notice provisions of Article 1 shall not apply in such cases.

5.

All of Walk's personnel furnished to perform services under the terms of this contract will be required to work a minimum of eight (8) hours per day for five (5) days per week, except for holidays, vacations, etc., as provided herein. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

Ethyl agrees to provide Walk's personnel assigned to perform services under the terms of Article 1 of this contract, with the working facilities deemed necessary by Ethyl (to include desks, drafting tables, chairs, and drafting machines, parallel bars or "T" squares), but Ethyl will not furnish personal drafting tools. Such personal tools are to be supplied by Walk or by its employees at Walk's election.

7.

As full compensation to Walk for services rendered, performed, and furnished under Article 1 of this contract, Ethyl agrees to:

(a) Pay Walk a four hundred dollar (\$400) placement fee for each personnel placed plus an additional two hundred dollars (\$200) per placement when prospective assignees for such placement are to be interviewed by Ethyl. Walk agrees to reimburse the above four hundred dollar placement fee to Ethyl should any of the following conditions arise.

- (1) Assignee is disqualified by Ethyl for continued service prior to the expiration of thirty-one (31) calendar days after placement.
- (2) Assignee is withdrawn by Walk from Ethyl's service irrespective of reason or length of service.
- (3) Assignee remains in continuous service to Ethyl over a period of one year.

(b) Reimburse Walk the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the personnel performing services under this agreement.

(c) Reimburse Walk the total amount of all salaries which by law Walk has paid at the rate of time and one-half for hours worked in excess of forty hours per week to personnel performing services under this agreement.

(d) Pay Walk at the rate of time and one-half for hours worked in excess of forty hours per week by personnel performing services under this agreement who

by reason of area practice Walk has agreed to compensate at time and one-half rate for such overtime hours.

(e) Pay Walk for hours worked in excess of forty hours per week by personnel not covered in (c) or (d) above on the basis of the straight time pay rate for the individuals involved.

(f) Pay Walk to cover its profit, overhead, insurance, employment taxes, and other costs, an overlay equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No overlay shall be paid on the premium portion of overtime rates.

(g) Reimburse Walk for transportation expense, long distance telephone and telegraph expense, reproduction costs, and any other expenses which may be incurred by Walk's company or individual employees thereof with the prior approval of Ethyl (with the understanding that separate reimbursement is being authorized) in connection with the services being performed for Ethyl. Reimbursement to Walk for such expenses shall be on the basis of actual cost. Transportation expense for travel of Walk personnel between their residences, Ethyl's Baton Rouge offices, and Walk's offices will be absorbed by Walk under the overlay allowance provided for under Article 7(f) above. Ethyl may also reimburse Walk for relocation costs of Walk's employees and their families if Ethyl deems it desirable and necessary to do so.

(h) In computing salaries under paragraph 7(b), provided an employee of Walk has performed services hereunder on Ethyl's regularly scheduled work day immediately

before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary equal to that for eight hours of straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If said holiday occurs during a scheduled vacation, or bona-fide illness, the requirements for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl in advance of the first day in the vacation period.

Ethyl reserves the right to require a doctor's signed statement in support of "bona-fide illness" claims.

In computing overtime pay for those employees of Walk who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law or area practice, the following shall be observed.

"Holiday hours, payment for which said employee of Walk has earned by working in accordance with the requirements of this section (Section 7), hours absent due to bona-fide illness, military leave, jury duty, and

scheduled vacation hours shall be considered as hours worked in determining total hours worked in a given week. The sole purpose of this paragraph is to establish the basis for reimbursement by Ethyl of payment of premium overtime during weeks which contain holiday(s), scheduled vacations, military leave, jury duty or period of bona-fide illness. Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

Salaries paid by Walk to its employees on other than official Ethyl holidays will not be reimbursed by Ethyl.

If a Walk employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl, in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay. For those employees who are normally paid at the rate of time and one-half for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining total hours worked in the week. Straight time overlay of fifty per centum (50%) will apply to holiday time presumed to have been worked.

(i) Sums due under this Article 7 will be paid by Ethyl within twenty (20) days after receipt by Ethyl of itemized semi-monthly invoices submitted by Walk.

8.

(a) Walk will also perform work for Ethyl at Walk's offices in Baton Rouge, Louisiana and/or New Orleans, Louisiana, assuming overall project responsibility as

requested; furnishing all supervision, direction, coordination, materials and supplies required; and such engineering design, drafting, consulting engineering, field surveying and related services as are requested by Ethyl. When Ethyl avails itself of such services, it shall pay Walk for the services in accordance with Article 7 of this agreement, except that the overlay for Article 7(f) will be equal to sixty per centum (60%) of straight time pay rates and the time applied by Walk's principals will be covered by such overlay.

(b) Tracing cloth (or paper) and other standard Ethyl forms will be furnished by Ethyl without charge to Walk. Cost of drawing prints and other reproduction expense will be reimbursable to Walk as provided under Article 7(g).

(c) Sums due under this Article 8 will be paid by Ethyl within twenty (20) days after receipt by Ethyl of itemized invoices submitted by Walk at the end of each month.

9.

All engineering and other personnel in the employ of Walk shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Walk will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Walk and in the name of Ethyl Corporation as respective interests may appear:

(a) Workmen's Compensation and Employer's Liability Insurance

This insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State or Province in which the work is to be done; occupational disease and medical reimbursement coverages must be included. The insurance must cover all employees working at, on or away from the premises in the performance of the contract. In addition, Walk shall carry Employers' Liability insurance with limits of at least \$100,000 per person, per accident. Walk will require all subcontractors to provide similar Workmen's Compensation and Employers' Liability insurance.

(b) Comprehensive General Liability Insurance

This insurance shall be taken out and maintained to cover Walk against any public liability and/or property damage claim which may arise from operations and completed operations under the contract, whether such operations be by Walk or subcontractor or any persons directly or indirectly employed by them. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person, not less than \$500,000 to cover injury or death of all persons arising out of one occurrence and not less than \$100,000 to cover loss or damage to property. The Comprehensive General Liability policy shall be endorsed so that wherever the word "accident" appears with respect to bodily injury liability, it will be changed to read "occurrence".

Such insurance shall not exclude injury to or destruction of wires, conduits, mains, sewers or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground, nor shall such insurance exclude blasting, explosion or collapse.

(c) Automotive Public Liability and Property Damage Insurance

This insurance shall be taken out and maintained to cover the interests of Walk against any public liability or property damage claims arising out of the operation of motor vehicles in performance of the work under this contract, whether such operation be by Walk or any subcontractor or any persons directly or indirectly employed by them. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Insurance Certificates

Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl, attention Insurance Coordinator, prior to the commencement of work under this agreement.

All certificates must include the following clause:

"It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to:

Insurance Coordinator
Ethyl Corporation
P. O. Box 341
Baton Rouge, Louisiana 70821

As evidenced by return receipt of registered mail."

11.

During the continuance of this contract, Walk will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal,

State and Local governments, regulating and in regard to the employment of its employees in the performance thereof. Walk indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making the foregoing mentioned payments.

12.

In the performance of the work authorized hereunder, Ethyl will from time to time release to Walk and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Walk hereby agrees that all information and "know-how" released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Walk and all drawings, tracings, prints, and other information furnished to Walk by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Walk agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and "know-how" acquired from Ethyl or developed by Walk during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest made or conceived by personnel of Walk while engaged in the

performance of work authorized hereunder or resulting from information and "know-how" acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Walk in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Walk will make the fact of such discovery known to Ethyl as soon as it becomes known to Walk. Walk further agrees to request and use its best efforts in securing patent assignments to Walk by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Walk might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Walk will secure from each person employed by it in the performance of work hereunder an agreement as follows:

To: Walk, Haydel & Associates:

"In consideration of the remuneration paid me by Walk, Haydel & Associates, and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Walk, Haydel & Associates, and assigned by it to work on assignments given to my employer by Ethyl Corporation, I hereby agree:

"That any inventions or discoveries or improvements, whether patentable or

E-08963

ETC 04303

unpatentable, conceived by me or made in whole or in part by me during my employment with Walk, Haydel & Associates, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Walk, Haydel & Associates.

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior, are the property of Walk, Haydel & Associates.

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Walk, Haydel & Associates who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, "know-how", or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing; and I will use particular care to insure that such information, "know-how" and data does not become known to those who are engaged in activities competitive with those of Walk, Haydel & Associates or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside Ethyl Corporation and Walk, Haydel & Associates. There will also be much information that is marginal; and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret

and confidential. In those cases where doubt arises, I will obtain permission from Walk, Haydel & Associates and Ethyl Corporation before using or divulging the information in question to others outside Walk, Haydel & Associates.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which Walk, Haydel & Associates may reasonably require of me to vest in it all rights herein conveyed, said Walk, Haydel & Associates bearing all reasonable expenses incurred by me at its request in connection therewith.

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Walk, Haydel & Associates regarding its subject matter."

" _____ "

Employee

"Place _____ "

"Date _____ "

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1967 and extending through December 31st, 1967. Either party shall have the right to cancel this agreement at any time by giving sixty (60) days' written notice of such cancellation.

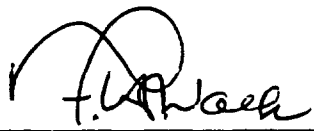
Ethyl and Walk each bind themselves, their successors, executors, administrators, and assigns to the other parties to this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

Except as noted above, neither Ethyl nor Walk shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

Neil B. Marcus
Sandra H. Rolland

WALK, HAYDEL & ASSOCIATES INC.

By 

Sandra Langley
L. A. Hebert

ETHYL CORPORATION

By 
G. S. Roberts, Chief Engineer

THIS AGREEMENT made and entered into this day of , 1967
by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly
authorized to transact business in the State of Louisiana (hereinafter referred to as "Ethyl"),
and WALK, HAYDEL & ASSOCIATES, INC., a corporation of the State of Louisiana,
with offices in the City of Baton Rouge, Louisiana and the City of New Orleans, Louisiana
(hereinafter referred to as "Walk").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of
the services of engineers and other personnel to assist in the engineering work and supple-
ment its own general engineering staff; and,

WHEREAS, Walk represents to Ethyl that it is in a position to furnish engineering
services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineer-
ing staff at Baton Rouge; such services to consist of furnishing mechanical development
draftsmen, designers and engineers; mechanical, piping, structural, and electrical
draftsmen, designers, and engineers; project engineers, specification engineers; and, if
requested, a design leader and/or squad leaders, estimators, "material take-off" personnel,
inspectors, and model builders; and further represents that it is in a position to furnish
engineering services to Ethyl at Walk's offices in Baton Rouge, Louisiana and/or New
Orleans, Louisiana.

NOW, THEREFORE, in consideration of the mutual covenants and agreements
hereinafter contained, it is agreed by Walk and Ethyl as follows:

1.

Walk will make available to Ethyl on a full-time basis the number and classifi-
cation of engineering and other personnel that Ethyl from time to time designates it requires to

E-08967

ETC 04307

provide the engineering and related services which are to be performed in conjunction with Ethyl's Baton Rouge engineering staff. Upon giving Walk fifteen calendar days notice, Ethyl shall have the right to increase the number of Walk personnel so designated. Ethyl shall have the further right to reduce the number of Walk personnel so designated provided that in the event the reduction is 10% or less of the number designated, a minimum of fifteen (15) calendar days advance notice will be given to Walk. In the event Ethyl reduces its requirements for Walk's personnel without giving said notice, and if Walk is unable to immediately place such personnel on other work, Ethyl will pay Walk up to a maximum of two weeks' straight time compensation for each Walk employee who is included in such reduction of personnel; said amount shall include straight time compensation for services performed after said notice, plus an overlay as provided for under Article 7. Ethyl agrees to release no more than the following listed percentages of Walk personnel that may be assigned to serve Ethyl at any time without first giving the minimum notice times indicated:

<u>Percentage Reduction</u>	<u>Minimum Notice Time</u>
10% through 50%	30 calendar days
Over 50%	60 calendar days

Should Ethyl fail to adhere to the above minimum notice times, Walk will place such personnel on other work as soon as possible and an equitable settlement will be negotiated. In such circumstances Ethyl will not be liable to Walk for any amount in excess of actual salaries which Walk is obligated to pay (plus overlay as provided for under Article 7) between the date of reduction and the date each Walk employee involved

is placed by Walk on other work, provided further that Ethyl shall not be liable for any such salary or the applicable overlay (as provided for under Article 7) in excess of the amount Walk is liable for under Walk's individual contracts of employment with said personnel.

Ethyl agrees to advise Walk at periodic intervals concerning possible long-range needs for increasing or reducing the number of Walk personnel assigned to Ethyl in accordance with paragraph 1 of this article, and further agrees that wherever possible firm commitments concerning increases or reductions will be made to Walk with more advance notice than the minimum contractual obligations outlined above. In this regard it is understood and agreed by both parties to this agreement that proper and satisfactory services suited to Ethyl's needs can be furnished (for the economical overlay costs as provided for under Article 7 hereof, present conditions considered) only if full cooperation is extended by Ethyl in accordance with the foregoing.

2.

During all such times as Walk supplies engineering personnel assistance to Ethyl in accordance with Article 1, should Ethyl so request, Walk shall designate one of its employees furnished hereunder as "Design Leader." Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen and designers furnished. The Design Leader may or may not also be in general charge of the project engineers,

specification engineers, development draftsmen and designers, estimators, material take-off personnel, inspectors and model builders furnished and may or may not be Walk's representative in all matters pertaining to those parts of this contract. During periods when Ethyl does not desire the services of a resident "Design Leader," Walk shall designate one employee to handle necessary work hours reports, etc., required for payroll and billing computations, etc. So long as the work is being performed in Ethyl's office the overall direction and coordination of the work performed by Walk personnel under terms of this contract shall, however, be the responsibility of Ethyl, whether or not a resident "Design Leader" is furnished by Walk. For projects that may be assigned to Walk on a full responsibility basis, refer to Article 8 hereof.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Walk shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Walk shall, for any and all purposes, be deemed and considered employees of Walk and not of Ethyl.

4.

Prior to Walk assigning any of its engineering and other personnel for services under the terms of this contract, it shall submit the employee's qualifications to Ethyl in writing and shall advise Ethyl of his salary, said qualifications and salary to be subject to Ethyl's approval.

5.

Ethyl reserves the right to request interviews with prospective Walk assignees prior to acceptance of these assignees under the terms of Article 1. Any increases in salaries given by Walk to employees assigned to Ethyl must have Ethyl's prior approval if such increases are to be billed to Ethyl. Walk will remove from the performance of such service any of its employees whom Ethyl requests to be removed for just cause, and the notice provisions of Article 1 shall not apply in such cases.

5.

All of Walk's personnel furnished to perform services under the terms of this contract will be required to work a minimum of eight (8) hours per day for five (5) days per week, except for holidays, vacations, etc., as provided herein. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

Ethyl agrees to provide Walk's personnel assigned to perform services under the terms of Article 1 of this contract, with the working facilities deemed necessary by Ethyl (to include desks, drafting tables, chairs, and drafting machines, parallel bars or "T" squares), but Ethyl will not furnish personal drafting tools. Such personal tools are to be supplied by Walk or by its employees at Walk's election.

F-08971

ETC 04311

7.

As full compensation to Walk for services rendered, performed, and furnished under Article 1 of this contract, Ethyl agrees to:

(a) Pay Walk a four hundred dollar (\$400) placement fee for each personnel placed plus an additional two hundred dollars (\$200) per placement when prospective assignees for such placement are to be interviewed by Ethyl. Walk agrees to reimburse the above four hundred dollar placement fee to Ethyl should any of the following conditions arise.

- (1) Assignee is disqualified by Ethyl for continued service prior to the expiration of thirty-one (31) calendar days after placement.
- (2) Assignee is withdrawn by Walk from Ethyl's service irrespective of reason or length of service.
- (3) Assignee remains in continuous service to Ethyl over a period of one year.

(b) Reimburse Walk the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the personnel performing services under this agreement.

(c) Reimburse Walk the total amount of all salaries which by law Walk has paid at the rate of time and one-half for hours worked in excess of forty hours per week to personnel performing services under this agreement.

(d) Pay Walk at the rate of time and one-half for hours worked in excess of forty hours per week by personnel performing services under this agreement who

by reason of area practice Walk has agreed to compensate at time and one-half rate for such overtime hours.

(e) Pay Walk for hours worked in excess of forty hours per week by personnel not covered in (c) or (d) above on the basis of the straight time pay rate for the individuals involved.

(f) Pay Walk to cover its profit, overhead, insurance, employment taxes, and other costs, an overlay equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No overlay shall be paid on the premium portion of overtime rates.

(g) Reimburse Walk for transportation expense, long distance telephone and telegraph expense, reproduction costs, and any other expenses which may be incurred by Walk's company or individual employees thereof with the prior approval of Ethyl (with the understanding that separate reimbursement is being authorized) in connection with the services being performed for Ethyl. Reimbursement to Walk for such expenses shall be on the basis of actual cost. Transportation expense for travel of Walk personnel between their residences, Ethyl's Baton Rouge offices, and Walk's offices will be absorbed by Walk under the overlay allowance provided for under Article 7(f) above. Ethyl may also reimburse Walk for relocation costs of Walk's employees and their families if Ethyl deems it desirable and necessary to do so.

(h) In computing salaries under paragraph 7(b), provided an employee of Walk has performed services hereunder on Ethyl's regularly scheduled work day immediately

before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary equal to that for eight hours of straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If said holiday occurs during a scheduled vacation, or bona-fide illness, the requirements for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl in advance of the first day in the vacation period.

Ethyl reserves the right to require a doctor's signed statement in support of "bona-fide illness" claims.

In computing overtime pay for those employees of Walk who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law or area practice, the following shall be observed.

"Holiday hours, payment for which said employee of Walk has earned by working in accordance with the requirements of this section (Section 7), hours absent due to bona-fide illness, military leave, jury duty, and

scheduled vacation hours shall be considered as hours worked in determining total hours worked in a given week. The sole purpose of this paragraph is to establish the basis for reimbursement by Ethyl of payment of premium overtime during weeks which contain holiday(s), scheduled vacations, military leave, jury duty or period of bona-fide illness. Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

Salaries paid by Walk to its employees on other than official Ethyl holidays will not be reimbursed by Ethyl.

If a Walk employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl, in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay. For those employees who are normally paid at the rate of time and one-half for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining total hours worked in the week. Straight time overlay of fifty per centum (50%) will apply to holiday time presumed to have been worked.

(i) Sums due under this Article 7 will be paid by Ethyl within twenty (20) days after receipt by Ethyl of itemized semi-monthly invoices submitted by Walk.

(a) Walk will also perform work for Ethyl at Walk's offices in Baton Rouge, Louisiana and/or New Orleans, Louisiana, assuming overall project responsibility as

requested; furnishing all supervision, direction, coordination, materials and supplies required; and such engineering design, drafting, consulting engineering, field surveying and related services as are requested by Ethyl. When Ethyl avails itself of such services, it shall pay Walk for the services in accordance with Article 7 of this agreement, except that the overlay for Article 7(f) will be equal to sixty per centum (60%) of straight time pay rates and the time applied by Walk's principals will be covered by such overlay.

(b) Tracing cloth (or paper) and other standard Ethyl forms will be furnished by Ethyl without charge to Walk. Cost of drawing prints and other reproduction expense will be reimbursable to Walk as provided under Article 7(g).

(c) Sums due under this Article 8 will be paid by Ethyl within twenty (20) days after receipt by Ethyl of itemized invoices submitted by Walk at the end of each month.

9.

All engineering and other personnel in the employ of Walk shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Walk will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Walk and in the name of Ethyl Corporation as respective interests may appear:

(a) Workmen's Compensation and Employer's Liability Insurance

This insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State or Province in which the work is to be done; occupational disease and medical reimbursement coverages must be included. The insurance must cover all employees working at, on or away from the premises in the performance of the contract. In addition, Walk shall carry Employers' Liability insurance with limits of at least \$100,000 per person, per accident. Walk will require all subcontractors to provide similar Workmen's Compensation and Employers' Liability insurance.

(b) Comprehensive General Liability Insurance

This insurance shall be taken out and maintained to cover Walk against any public liability and/or property damage claim which may arise from operations and completed operations under the contract, whether such operations be by Walk or subcontractor or any persons directly or indirectly employed by them. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person, not less than \$500,000 to cover injury or death of all persons arising out of one occurrence and not less than \$100,000 to cover loss or damage to property. The Comprehensive General Liability policy shall be endorsed so that wherever the word "accident" appears with respect to bodily injury liability, it will be changed to read "occurrence".

Such insurance shall not exclude injury to or destruction of wires, conduits, mains, sewers or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground, nor shall such insurance exclude blasting, explosion or collapse.

F-08977

ETC 04317

(c) Automotive Public Liability and Property Damage Insurance

This insurance shall be taken out and maintained to cover the interests of Walk against any public liability or property damage claims arising out of the operation of motor vehicles in performance of the work under this contract, whether such operation be by Walk or any subcontractor or any persons directly or indirectly employed by them. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Insurance Certificates

Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl, attention Insurance Coordinator, prior to the commencement of work under this agreement.

All certificates must include the following clause:

"It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to:

Insurance Coordinator
Ethyl Corporation
P. O. Box 341
Baton Rouge, Louisiana 70821

As evidenced by return receipt of registered mail."

During the continuance of this contract, Walk will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal,

State and Local governments, regulating and in regard to the employment of its employees in the performance thereof. Walk indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making the foregoing mentioned payments.

12.

In the performance of the work authorized hereunder, Ethyl will from time to time release to Walk and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Walk hereby agrees that all information and "know-how" released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Walk and all drawings, tracings, prints, and other information furnished to Walk by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Walk agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and "know-how" acquired from Ethyl or developed by Walk during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest made or conceived by personnel of Walk while engaged in the

performance of work authorized hereunder or resulting from information and "know-how" acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Walk in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Walk will make the fact of such discovery known to Ethyl as soon as it becomes known to Walk. Walk further agrees to request and use its best efforts in securing patent assignments to Walk by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Walk might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Walk will secure from each person employed by it in the performance of work hereunder an agreement as follows:

To: Walk, Haydel & Associates:

"In consideration of the remuneration paid me by Walk, Haydel & Associates, and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Walk, Haydel & Associates, and assigned by it to work on assignments given to my employer by Ethyl Corporation, I hereby agree:

"That any inventions or discoveries or improvements, whether patentable or

F-08980

ETC 04320

unpatentable, conceived by me or made in whole or in part by me during my employment with Walk, Haydel & Associates, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Walk, Haydel & Associates.

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior, are the property of Walk, Haydel & Associates.

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Walk, Haydel & Associates who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, "know-how", or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing; and I will use particular care to insure that such information, "know-how" and data does not become known to those who are engaged in activities competitive with those of Walk, Haydel & Associates or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside Ethyl Corporation and Walk, Haydel & Associates. There will also be much information that is marginal; and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret

Ethyl and Walk each bind themselves, their successors, executors, administrators, and assigns to the other parties to this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

Except as noted above, neither Ethyl nor Walk shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

WALK, HAYDEL & ASSOCIATES INC.

By _____

ETHYL CORPORATION

By _____
G. S. Roberts, Chief Engineer

WALK, HAYDEL & ASSOCIATES, INC.

ENGINEERING CONSULTANTS AND DESIGNERS

NEW ORLEANS, LOUISIANA, U. S. A.

DESIGN AND ENGINEERING SUPERVISION
OF INDUSTRIAL FACILITIES

COMPLETE PLANTS
ADDITIONS
MODERNIZATIONS

FACILITIES EVALUATIONS
ECONOMIC SURVEYS AND REPORTS

MAIN OFFICES
782 BARONNE STREET 70113
TELEPHONE 504-528-2133

February 15, 1967

CONFIDENTIAL

Ethyl Corporation
P. O. Box 341
Baton Rouge, Louisiana

Attention: Mr. L. A. Hebert

Dear Mr. Hebert:

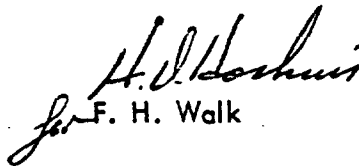
In accordance with our recent telephone conversation, we enclose herewith copy of the contract draft which was forwarded for our review under cover of your letter dated January 19, 1967.

The contract is in accordance with previous understandings and is acceptable to us in all respects except for a very few areas where we have made red pencil notations.

Please let us know if you desire to meet with us for further discussions, or if you are agreeable to placing the contract in final form in accordance with the marked copy attached.

Sincerely yours,

WALK, HAYDEL & ASSOCIATES, INC.


F. H. Walk

FHW:sji

E-08984

ETC 04324

ETHYL CORPORATION

cc: Mr. J. W. Fleniken
Mr. C. A. Kyle
Mr. G. S. Roberts

INTER-OFFICE

To Mr. W. D. Gottwald

ADDRESS Richmond

FROM C. E. Daviet

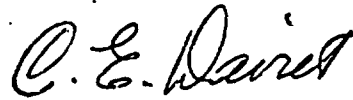
ADDRESS Baton Rouge

SUBJECT Engineering Service Contracts for 1967

DATE April 7, 1967

Enclosed are originally signed copies of three contracts for engineering services through December 31, 1967. These are with Bamard and Burk Industrial Corporation; John L. Lowery and Associates; and Walk, Haydel and Associates, Inc.

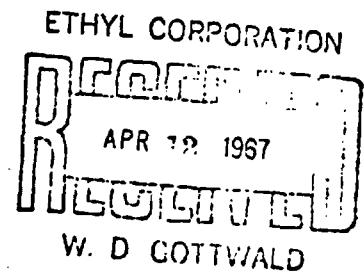
The usual support letters are attached.



C. E. Daviet

/sl

Attachments



F-08985

ETC 04325

CONFIDENTIAL

DB c

THIS AGREEMENT made and entered into this *1st* day of *January*, 1967 by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "Ethyl"), and WALK, HAYDEL & ASSOCIATES, INC., a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana and the City of New Orleans, Louisiana (hereinafter referred to as "Walk").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers and other personnel to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Walk represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff at Baton Rouge; such services to consist of furnishing mechanical development draftsmen, designers and engineers; mechanical, piping, structural, and electrical draftsmen, designers, and engineers; project engineers, specification engineers; and, if requested, a design leader and/or squad leaders, estimators, "material take-off" personnel, inspectors, and model builders; and further represents that it is in a position to furnish engineering services to Ethyl at Walk's offices in Baton Rouge, Louisiana and/or New Orleans, Louisiana.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Walk and Ethyl as follows:

1.

Walk will make available to Ethyl on a full-time basis the number and classification of engineering and other personnel that Ethyl from time to time designates it requires to

F-08986

ETC 04326

provide the engineering and related services which are to be performed in conjunction with Ethyl's Baton Rouge engineering staff. Upon giving Walk fifteen calendar days notice, Ethyl shall have the right to increase the number of Walk personnel so designated. Ethyl shall have the further right to reduce the number of Walk personnel so designated provided that in the event the reduction is 10% or less of the number designated, a minimum of fifteen (15) calendar days advance notice will be given to Walk. In the event Ethyl reduces its requirements for Walk's personnel without giving said notice, and if Walk is unable to immediately place such personnel on other work, Ethyl will pay Walk up to a maximum of two weeks' straight time compensation for each Walk employee who is included in such reduction of personnel; said amount shall include straight time compensation for services performed after said notice, plus an overlay as provided for under Article 7. Ethyl agrees to release no more than the following listed percentages of Walk personnel that may be assigned to serve Ethyl at any time without first giving the minimum notice times indicated:

<u>Percentage Reduction</u>	<u>Minimum Notice Time</u>
10% through 50%	30 calendar days
Over 50%	60 calendar days

Should Ethyl fail to adhere to the above minimum notice times, Walk will place such personnel on other work as soon as possible and an equitable settlement will be negotiated. In such circumstances Ethyl will not be liable to Walk for any amount in excess of actual salaries which Walk is obligated to pay (plus overlay as provided for under Article 7) between the date of reduction and the date each Walk employee involved

E-08987

ETC 04327

is placed by Walk on other work, provided further that Ethyl shall not be liable for any such salary or the applicable overlay (as provided for under Article 7) in excess of the amount Walk is liable for under Walk's individual contracts of employment with said personnel.

Ethyl agrees to advise Walk at periodic intervals concerning possible long-range needs for increasing or reducing the number of Walk personnel assigned to Ethyl in accordance with paragraph 1 of this article, and further agrees that wherever possible firm commitments concerning increases or reductions will be made to Walk with more advance notice than the minimum contractual obligations outlined above. In this regard it is understood and agreed by both parties to this agreement that proper and satisfactory services suited to Ethyl's needs can be furnished (for the economical overlay costs as provided for under Article 7 hereof, present conditions considered) only if full cooperation is extended by Ethyl in accordance with the foregoing.

2.

During all such times as Walk supplies engineering personnel assistance to Ethyl in accordance with Article 1, should Ethyl so request, Walk shall designate one of its employees furnished hereunder as "Design Leader." Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen and designers furnished. The Design Leader may or may not also be in general charge of the project engineers,

E-08988

ETC 04328

specification engineers, development draftsmen and designers, estimators, material take-off personnel, inspectors and model builders furnished and may or may not be Walk's representative in all matters pertaining to those parts of this contract. During periods when Ethyl does not desire the services of a resident "Design Leader," Walk shall designate one employee to handle necessary work hours reports, etc., required for payroll and billing computations, etc. So long as the work is being performed in Ethyl's office the overall direction and coordination of the work performed by Walk personnel under terms of this contract shall, however, be the responsibility of Ethyl, whether or not a resident "Design Leader" is furnished by Walk. For projects that may be assigned to Walk on a full responsibility basis, refer to Article 8 hereof.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Walk shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Walk shall, for any and all purposes, be deemed and considered employees of Walk and not of Ethyl.

4.

Prior to Walk assigning any of its engineering and other personnel for services under the terms of this contract, it shall submit the employee's qualifications to Ethyl in writing and shall advise Ethyl of his salary, said qualifications and salary to be subject to Ethyl's approval.

F-08989

ETC 04329

Ethyl reserves the right to request interviews with prospective Walk assignees prior to acceptance of these assignees under the terms of Article 1. Any increases in salaries given by Walk to employees assigned to Ethyl must have Ethyl's prior approval if such increases are to be billed to Ethyl. Walk will remove from the performance of such service any of its employees whom Ethyl requests to be removed for just cause, and the notice provisions of Article 1 shall not apply in such cases.

5.

All of Walk's personnel furnished to perform services under the terms of this contract will be required to work a minimum of eight (8) hours per day for five (5) days per week, except for holidays, vacations, etc., as provided herein. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

Ethyl agrees to provide Walk's personnel assigned to perform services under the terms of Article 1 of this contract, with the working facilities deemed necessary by Ethyl (to include desks, drafting tables, chairs, and drafting machines, parallel bars or "T" squares), but Ethyl will not furnish personal drafting tools. Such personal tools are to be supplied by Walk or by its employees at Walk's election.

E-08990

7.

As full compensation to Walk for services rendered, performed, and furnished under Article 1 of this contract, Ethyl agrees to:

(a) Pay Walk a four hundred dollar (\$400) placement fee for each personnel placed plus an additional two hundred dollars (\$200) per placement when prospective assignees for such placement are to be interviewed by Ethyl. Walk agrees to reimburse the above four hundred dollar placement fee to Ethyl should any of the following conditions arise.

- (1) Assignee is disqualified by Ethyl for continued service prior to the expiration of thirty-one (31) calendar days after placement.
- (2) Assignee is withdrawn by Walk from Ethyl's service irrespective of reason or length of service.
- (3) Assignee remains in continuous service to Ethyl over a period of one year.

(b) Reimburse Walk the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the personnel performing services under this agreement.

(c) Reimburse Walk the total amount of all salaries which by law Walk has paid at the rate of time and one-half for hours worked in excess of forty hours per week to personnel performing services under this agreement.

(d) Pay Walk at the rate of time and one-half for hours worked in excess of forty hours per week by personnel performing services under this agreement who

by reason of area practice Walk has agreed to compensate at time and one-half rate for such overtime hours.

(e) Pay Walk for hours worked in excess of forty hours per week by personnel not covered in (c) or (d) above on the basis of the straight time pay rate for the individuals involved.

(f) Pay Walk to cover its profit, overhead, insurance, employment taxes, and other costs, an overlay equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No overlay shall be paid on the premium portion of overtime rates.

(g) Reimburse Walk for transportation expense, long distance telephone and telegraph expense, reproduction costs, and any other expenses which may be incurred by Walk's company or individual employees thereof with the prior approval of Ethyl (with the understanding that separate reimbursement is being authorized) in connection with the services being performed for Ethyl. Reimbursement to Walk for such expenses shall be on the basis of actual cost. Transportation expense for travel of Walk personnel between their residences, Ethyl's Baton Rouge offices, and Walk's offices will be absorbed by Walk under the overlay allowance provided for under Article 7(f) above. Ethyl may also reimburse Walk for relocation costs of Walk's employees and their families if Ethyl deems it desirable and necessary to do so.

(h) In computing salaries under paragraph 7(b), provided an employee of Walk has performed services hereunder on Ethyl's regularly scheduled work day immediately

E-08992

ETC 04332

before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary equal to that for eight hours of straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If said holiday occurs during a scheduled vacation, or bona-fide illness, the requirements for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl in advance of the first day in the vacation period.

Ethyl reserves the right to require a doctor's signed statement in support of "bona-fide illness" claims.

In computing overtime pay for those employees of Walk who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law or area practice, the following shall be observed.

"Holiday hours, payment for which said employee of Walk has earned by working in accordance with the requirements of this section (Section 7), hours absent due to bona-fide illness, military leave, jury duty, and

E-08993

ETC 04333

scheduled vacation hours shall be considered as hours worked in determining total hours worked in a given week. The sole purpose of this paragraph is to establish the basis for reimbursement by Ethyl of payment of premium overtime during weeks which contain holiday(s), scheduled vacations, military leave, jury duty or period of bona-fide illness. Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

Salaries paid by Walk to its employees on other than official Ethyl holidays will not be reimbursed by Ethyl.

If a Walk employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl, in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay. For those employees who are normally paid at the rate of time and one-half for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining total hours worked in the week. Straight time overlay of fifty per centum (50%) will apply to holiday time presumed to have been worked.

(i) Sums due under this Article 7 will be paid by Ethyl within twenty (20) days after receipt by Ethyl of itemized semi-monthly invoices submitted by Walk.

8.

(a) Walk will also perform work for Ethyl at Walk's offices in Baton Rouge, Louisiana and/or New Orleans, Louisiana, assuming overall project responsibility as

requested; furnishing all supervision, direction, coordination, materials and supplies required; and such engineering design, drafting, consulting engineering, field surveying and related services as are requested by Ethyl. When Ethyl avails itself of such services, it shall pay Walk for the services in accordance with Article 7 of this agreement, except that the overlay for Article 7(f) will be equal to sixty per centum (60%) of straight time pay rates and the time applied by Walk's principals will be covered by such overlay.

(b) Tracing cloth (or paper) and other standard Ethyl forms will be furnished by Ethyl without charge to Walk. Cost of drawing prints and other reproduction expense will be reimbursable to Walk as provided under Article 7(g).

(c) Sums due under this Article 8 will be paid by Ethyl within twenty (20) days after receipt by Ethyl of itemized invoices submitted by Walk at the end of each month.

9.

All engineering and other personnel in the employ of Walk shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Walk will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Walk and in the name of Ethyl Corporation as respective interests may appear:

(a) Workmen's Compensation and Employer's Liability Insurance

This insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State or Province in which the work is to be done; occupational disease and medical reimbursement coverages must be included. The insurance must cover all employees working at, on or away from the premises in the performance of the contract. In addition, Walk shall carry Employers' Liability insurance with limits of at least \$100,000 per person, per accident. Walk will require all subcontractors to provide similar Workmen's Compensation and Employers' Liability insurance.

(b) Comprehensive General Liability Insurance

This insurance shall be taken out and maintained to cover Walk against any public liability and/or property damage claim which may arise from operations and completed operations under the contract, whether such operations be by Walk or subcontractor or any persons directly or indirectly employed by them. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person, not less than \$500,000 to cover injury or death of all persons arising out of one occurrence and not less than \$100,000 to cover loss or damage to property. The Comprehensive General Liability policy shall be endorsed so that wherever the word "accident" appears with respect to bodily injury liability, it will be changed to read "occurrence".

Such insurance shall not exclude injury to or destruction of wires, conduits, mains, sewers or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground, nor shall such insurance exclude blasting, explosion or collapse.

E-08996

ETC 04336

(c) Automotive Public Liability and Property Damage Insurance

This insurance shall be taken out and maintained to cover the interests of Walk against any public liability or property damage claims arising out of the operation of motor vehicles in performance of the work under this contract, whether such operation be by Walk or any subcontractor or any persons directly or indirectly employed by them. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Insurance Certificates

Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl, attention Insurance Coordinator, prior to the commencement of work under this agreement.

All certificates must include the following clause:

"It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to:

Insurance Coordinator
Ethyl Corporation
P. O. Box 341
Baton Rouge, Louisiana 70821

As evidenced by return receipt of registered mail."

11.

During the continuance of this contract, Walk will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal,

E-08997

ETC 04337

State and Local governments, regulating and in regard to the employment of its employees in the performance thereof. Walk indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making the foregoing mentioned payments.

12.

In the performance of the work authorized hereunder, Ethyl will from time to time release to Walk and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Walk hereby agrees that all information and "know-how" released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Walk and all drawings, tracings, prints, and other information furnished to Walk by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Walk agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and "know-how" acquired from Ethyl or developed by Walk during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest made or conceived by personnel of Walk while engaged in the

performance of work authorized hereunder or resulting from information and "know-how" acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Walk in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Walk will make the fact of such discovery known to Ethyl as soon as it becomes known to Walk. Walk further agrees to request and use its best efforts in securing patent assignments to Walk by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Walk might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Walk will secure from each person employed by it in the performance of work hereunder an agreement as follows:

To: Walk, Haydel & Associates:

"In consideration of the remuneration paid me by Walk, Haydel & Associates, and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Walk, Haydel & Associates, and assigned by it to work on assignments given to my employer by Ethyl Corporation, I hereby agree:

"That any inventions or discoveries or improvements, whether patentable or

E-08999

ETC 04339

unpatentable, conceived by me or made in whole or in part by me during my employment with Walk, Haydel & Associates, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Walk, Haydel & Associates.

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior, are the property of Walk, Haydel & Associates.

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Walk, Haydel & Associates who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, "know-how", or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing; and I will use particular care to insure that such information, "know-how" and data does not become known to those who are engaged in activities competitive with those of Walk, Haydel & Associates or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside Ethyl Corporation and Walk, Haydel & Associates. There will also be much information that is marginal; and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret

F-09000

ETC 04340

and confidential. In those cases where doubt arises, I will obtain permission from Walk, Haydel & Associates and Ethyl Corporation before using or divulging the information in question to others outside Walk, Haydel & Associates.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which Walk, Haydel & Associates may reasonably require of me to vest in it all rights herein conveyed, said Walk, Haydel & Associates bearing all reasonable expenses incurred by me at its request in connection therewith.

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Walk, Haydel & Associates regarding its subject matter."

" _____ "

Employee

"Place _____ "

"Date _____ "

13.

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1967 and extending through December 31st, 1967. Either party shall have the right to cancel this agreement at any time by giving sixty (60) days' written notice of such cancellation.

E-09001

ETC 04341

Ethyl and Walk each bind themselves, their successors, executors, administrators, and assigns to the other parties to this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

Except as noted above, neither Ethyl nor Walk shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

WALK, HAYDEL & ASSOCIATES INC.

By _____

ETHYL CORPORATION

By _____
G. S. Roberts, Chief Engineer

E-09002

ETC 04342

*File
with Contract*

January 19, 1967

Mr. Frank Walk
Walk, Haydel & Associates, Inc.
762 Baronne Street
New Orleans, Louisiana 70113

Dear Mr. Walk:

The attached contract has been marked up in accordance with our prior discussions. I certainly hope it meets with your approval. Please accept my apology for the delay.

Very truly yours,

L. A. Hebert

/sl

Attachment

E-09003

ETC 04343

April 4, 1967

Mr. Frank A. Walk
Walk, Haydel & Associates, Inc.
762 Baronne Street
New Orleans, Louisiana 70113

Dear Frank:

This will confirm my recent telephone statement, to wit, "A Walk employee who resigns or quits his employment would not be considered as withdrawn by Walk" in accordance with Article 7 (a)(2) of our 1967 Contract.

With best regards,

C. E. Daviet, Superintendent
Specialty Services

/sl

bcc: Mr. L. A. Hebert

F-09004

ETC 04344

L.A. see Mr. Phillips
Chandler

THIS AGREEMENT made and entered into this _____ day of _____, 1967 by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to trans-act business in the State of Louisiana (hereinafter referred to as "Ethyl"), and WALK, HAYDEL & ASSOCIATES, INC., a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana and the City of New Orleans, Louisiana (hereinafter referred to as "Walk").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers and other personnel to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Walk represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff ~~at~~ *at* Baton Rouge, ~~plant~~; such services to consist of furnishing mechanical development draftsmen, designers and engineers; mechanical, piping, structural, and electrical draftsmen, designers, and engineers; project engineers, specification engineers; and, if requested, a designer leader and/or squad leaders, estimators, "material take-off" personnel, inspectors, and model builders; and further represents that it is in a position to furnish engineering services to Ethyl at Walk's offices in Baton Rouge, Louisiana and/or New Orleans, Louisiana.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Walk and Ethyl as follows:

1.

Walk will make available to Ethyl on a full-time basis the number and classification of engineering and other personnel that Ethyl from time to time designates it requires to provide the engineering and related services which are to be performed *in conjunction with engineering at* Ethyl's Baton Rouge ~~plant~~. Upon giving Walk fifteen calendar days notice, Ethyl shall have the right to increase the number of

F-09005

ETC 04345

← Walk personnel so designated. Ethyl shall have the further right to reduce the number of Walk personnel so designated provided that in the event the reduction is 10% or less of the number designated, a minimum of fifteen (15) calendar days advance notice will be given to Walk. In the event Ethyl reduces its requirements for Walk's personnel without giving said notice, and if Walk is unable to immediately place such personnel on other work, Ethyl will pay Walk up to a maximum of two weeks' straight time compensation for each Walk employee who is included in such reduction of personnel; said amount shall include straight time compensation for services performed after said notice, plus an overlay as provided for under Article 7. Ethyl agrees to release no more than the following listed percentages of Walk personnel that may be assigned to serve Ethyl at any time without first giving the minimum notice times indicated:

<u>Percentage Reduction</u>	<u>Minimum Notice Time</u>
10% through 50%	30 calendar days
Over 50%	60 calendar days

Should Ethyl fail to adhere to the above minimum notice times, Walk will place such personnel on other work as soon as possible and an equitable settlement will be negotiated. In such circumstances Ethyl will not be liable to Walk for any amount in excess of actual salaries which Walk is obligated to pay (plus overlay as provided for under Article 7) between the date of reduction and the date each Walk employee involved is placed by Walk on other work, provided further that Ethyl shall not be liable for any such salary or the applicable overlay (as provided for under Article 7) in excess of the amount Walk is liable for under Walk's individual contracts of employment with said personnel.

E-09006

ETC 04346

Ethyl agrees to advise Walk at periodic intervals concerning possible long-range ^{the number 3} needs for increasing or reducing Walk's personnel assigned to Ethyl ^{in accordance with paragraph 1,} ~~Baton Rouge plant,~~ ^{this article,} and further agrees that wherever possible firm commitments concerning increases or reductions will be made to Walk with more advance notice than the minimum contractual obligations outlined above. In this regard it is understood and agreed by both parties to this agreement that proper and satisfactory services suited to Ethyl's needs can be furnished (for the economical overlay costs as provided for under Article 7 hereof, present conditions considered) only if full cooperation is extended by Ethyl in accordance with the foregoing.

2.

During all such times, as Walk supplies engineering personnel assistance ^{to Ethyl in} ~~at Ethyl's~~ ^{accordance with Article 1,} ~~Baton Rouge plant~~ should Ethyl so request, Walk shall designate one of its employees furnished hereunder as "Design Leader". Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen and designers furnished. The Design Leader may or may not also be in general charge of the project engineers, specification engineers, development draftsmen and designers, estimators, material take-off personnel, inspectors and model builders furnished and may or may not be Walk's representative in all matters pertaining to ~~those parts of this contract, dealing with engineering services which are to~~ ^{be performed at Ethyl's Baton Rouge plant.} During periods when Ethyl does not desire the services of a resident "Design Leader", Walk shall designate one employee to handle

not apply in such cases.

5.

All of Walk's personnel furnished to perform services ^{under the terms of this contract} at Ethyl's Baton Rouge plant will be required to work a minimum of eight (8) hours per day for five (5) days per week, except for holidays, vacations, etc., as provided herein. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

Ethyl agrees to provide Walk's personnel assigned to perform services ^{under the terms of this contract} at Ethyl's ~~Baton Rouge plant~~ with the working facilities deemed necessary by Ethyl (to include desks, drafting tables, chairs, and drafting machines, parallel bars or "T" squares), but Ethyl will not furnish personal drafting tools. Such personal tools are to be supplied by Walk or by its employees at Walk's election.

7.

As full compensation to Walk for services rendered, performed, and furnished ^{under} ~~hereunder at Ethyl's Baton Rouge plant~~, Ethyl agrees to:

(a) See insert 1

(b) ☒ Reimburse Walk the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the personnel performing services under this agreement.

F-09009

(c) ☒ Reimburse Walk the total amount of all salaries which by law Walk has paid

^{Walk to cover the abnormal expense of procuring, testing and placing personnel under the terms of Article 1 of this contract}
Insert 1 Pay a four hundred dollar (\$400) placement fee ~~for each~~ ^{for each} personnel placed ~~per Article 1 of this contract~~

plus an additional two hundred dollars (\$200) per placement with prospective assignee, ^{for such placement} ~~assigned~~, ~~applicable~~ interviewed by Ethyl ~~from to placement~~. ~~It is understood~~ and agreed that all assignments under the terms of this contract, whether prior interview was walk agree to reimburse the above four hundred dollar placement fee to Ethyl should any of the following conditions arise.

- 1) Assignee is not considered ^{dis} qualified ^{by Ethyl} for continued service and is therefore released ~~by Ethyl~~ prior to the expiration of thirty-one (31) calendar days after placement.
- 2) Assignee is withdrawn by walk from Ethyl's service irrespective of reason or length of service.
- 3) Assignee remains in ^{continuous} service to Ethyl ~~for a period of~~ ~~one year of continuous service~~ ~~It is understood and~~ agreed that walk will either ~~release~~ ^{dismiss} ~~any personnel~~ which Ethyl disqualifies prior to thirty-one days ~~with~~ ^{after} assessing ^{Ethyl with} any additional placement fee or will ~~to~~ ^{issue} a credit ~~issuing~~ ^{to Ethyl} in the amount of \$400 ~~to Ethyl~~ as reimbursement of ~~the~~ ^a placement fees for a.

F-09010

ETC 04350

~~at the rate of time and one-half for hours worked in excess of forty hours per week to personnel performing services under this agreement.~~

(d) ~~at~~ Pay Walk at the rate of time and one-half for hours worked in excess of forty hours per week by personnel performing services under this agreement who by reason of area practice Walk has agreed to compensate at time and one half rate for such overtime hours.

(e) ~~at~~ Pay Walk for hours worked in excess of forty hours per week by personnel not covered in ~~(c)~~ or ~~(d)~~ above on the basis of the straight time pay rate for the individuals involved.

(f) ~~at~~ Pay Walk to cover its profit, overhead, insurance, employment taxes, and other costs, an overlay equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No overlay shall be paid on the premium portion of overtime rates.

(g) ~~at~~ Reimburse Walk for transportation expense, long distance telephone and telegraph expense, reproduction costs, and any other expenses which may be incurred by Walk's company or individual employees thereof with the prior approval of Ethyl (with the understanding that separate reimbursement is being authorized) in connection with the services being performed for Ethyl. Reimbursement to Walk for such expenses shall be on the basis of actual cost. Transportation expense for travel of Walk personnel between their residences, Ethyl's Baton Rouge ~~plant and~~ offices, and Walk's offices will be absorbed by Walk under the overlay allowance provided for under Article 7^(h) above. Ethyl may also reimburse Walk for relocation costs of Walk's employees and their families if ~~agreed~~ Ethyl deems it desirable and necessary to do so.

(b) ~~1b)~~ In computing salaries under paragraph 7~~4~~, provided an Employee of Walk has performed services hereunder on Ethyl's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary equal to that for eight hours of straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If said holiday occurs during a ^{scheduled} ~~scheduling~~ vacation, or bona-fide illness, the requirement for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl in advance of the first day in the vacation period.

Ethyl reserves the right to require a doctor's signed statement in support of "bona-fide illness" claims.

In computing overtime pay for those employees of Walk who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law or area practice, the following shall be observed:

"Holiday hours, payment for which said employee of Walk has earned by working in accordance with the requirements of this section (Section 7), hours absent due to bona-fide illness, ^{military leave, pay for} and scheduled vacation hours shall be considered as hours worked in determining total hours worked in a given week. ~~This provision does not alter agreements stated elsewhere in this contract with~~

~~respect to which party, Ethyl or Walk, pays or reimburses for time lost due to holiday, scheduled vacation, or sickness, instead, is~~ *military leave, jury duty, bona-fide illness*

~~The~~ ^{of this paragraph} sole purpose is to establish the basis for reimbursement by Ethyl of payment of premium overtime during weeks which contain holiday(s), scheduled vacations, *military leave, jury duty*, or period of bona-fide illness.

Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

Salaries paid by Walk to its employees on other than official Ethyl holidays will not be reimbursed by Ethyl.

If a Walk employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl, in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay. For those employees who are normally paid at the rate of time and one-half for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining total hours worked in the week. Straight time overlay of fifty per centum (50%) will apply to holiday time presumed to have been worked.

(1) ~~§~~ Sums due under this Article 7 will be paid by Ethyl within twenty (20) days after receipt by Ethyl of itemized semi-monthly invoices submitted by Walk.

(a) Walk will also perform work for Ethyl at Walk's offices in Baton Rouge,

Louisiana and/or New Orleans, Louisiana, assuming overall project responsibility as requested; furnishing all supervision, direction, coordination, materials and supplies required; and such engineering design, drafting, consulting engineering, field surveying and related services as are requested by Ethyl. When Ethyl avails itself of such services, it shall pay Walk for the services in accordance with Article 7 of this agreement, except that the ^{overlay}~~overly~~ for Article 7^(b) will be equal to sixty per centum (60%) of straight time pay rates and the time applied by Walk's principals will be covered by such overlay.

(b) Tracing cloth (or paper) and other standard Ethyl forms will be furnished by Ethyl without charge to Walk. Cost of drawing prints and other reproduction expense will be reimbursable to Walk as provided under Article 7^(c).

(c) Sums due under this Article 8 will be paid by Ethyl within twenty (20) days after receipt by Ethyl of itemized invoices submitted by Walk at the end of each month.

9.

All engineering and other personnel in the employ of Walk shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Walk will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Walk and in the name of Ethyl Corporation as respective interests may appear:

(a) Workmen's Compensation and Employer's Liability Insurance

This insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State or Province in which the work is to be done; occupational disease and medical reimbursement coverages must be included. The insurance must cover all employees working at, on or away from the premises in the performance of the contract. In addition, Walk shall carry Employers' Liability insurance with limits of at least \$100,000 per person, per accident. Walk will require all subcontractors to provide similar Workmen's Compensation and Employers' Liability insurance.

(b) Comprehensive General Liability Insurance

This insurance shall be taken out and maintained to cover Walk against any public liability and/or property damage claim which may arise from operations and completed operations under the contract, whether such operations be by Walk or subcontractor or any persons directly or indirectly employed by them. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person, not less than \$500,000 to cover injury or death of all persons arising out of one occurrence and not less than \$100,000 to cover loss or damage to property. The Comprehensive General Liability policy shall be endorsed so that wherever the word "accident" appears with respect to bodily injury liability, it will be changed to read "occurrence".

Such insurance shall not exclude injury to or destruction of wires, conduits, mains, sewers or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground, nor shall such insurance exclude blasting, explosion or collapse.

E-09015

ETC 04355

(c) Automotive Public Liability and Property Damage Insurance

This insurance shall be taken out and maintained to cover the interests of Walk against any public liability or property damage claims arising out of the operation of motor vehicles in performance of the work under this contract, whether such operation be by Walk or any subcontractor or any persons directly or indirectly employed by them. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Insurance Certificates

Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl, attention Insurance Coordinator, prior to the commencement of work under this agreement.

All certificates must include the following clause:

"It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to:

Insurance Coordinator
Ethyl Corporation
P. O. Box 341
Baton Rouge, Louisiana 70821

As evidenced by return receipt of registered mail."

During the continuance of this contract, Walk will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal,

State and Local governments, regulating and in regard to the employment of its employees in the performance thereof. Walk indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making the foregoing mentioned payments.

12.

In the performance of the work authorized hereunder, Ethyl will from time to time release to Walk and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Walk hereby agrees that all information and "know-how" released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Walk and all drawings, tracings, prints, and other information furnished to Walk by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Walk agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and "know-how" acquired from Ethyl or developed by Walk during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest made or conceived by personnel of Walk while engaged in the

E-09017

ETC 04357

performance of work authorized hereunder or resulting from information and "know-how" acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Walk in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Walk will make the fact of such discovery known to Ethyl as soon as it becomes known to Walk. Walk further agrees to request and use its best efforts in securing patent assignments to Walk by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Walk might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Walk will secure from each person employed by it in the performance of work hereunder an agreement as follows: *(a copy of each such agreement is to be furnished to Ethyl)*

To: Walk, Haydel & Associates:

"In consideration of the remuneration paid me by Walk, Haydel & Associates, and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Walk, Haydel & Associates, and assigned by it to work on assignments given to my employer by Ethyl Corporation, I hereby agree:

"That any inventions or discoveries or improvements, whether patentable or

unpatentable, conceived by me or made in whole or in part by me during my employment with Walk, Haydel & Associates, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Walk, Haydel & Associates.

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior, are the property of Walk, Haydel & Associates.

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Walk, Haydel & Associates who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, "know-how", or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing; and I will use particular care to insure that such information, "know-how" and data does not become known to those who are engaged in activities competitive with those of Walk, Haydel & Associates or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside Ethyl Corporation and Walk, Haydel & Associates. There will also be much information that is marginal; and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret

E-09019

ETC 04359

and confidential. In those cases where doubt arises, I will obtain permission from Walk, Haydel & Associates and Ethyl Corporation before using or divulging the information in question to others outside Walk, Haydel & Associates.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which Walk, Haydel & Associates may reasonably require of me to vest in it all rights herein conveyed, said Walk, Haydel & Associates bearing all reasonable expenses incurred by me at its request in connection therewith.

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Walk, Haydel & Associates regarding its subject matter.

Employee

Place _____

Date _____

13.

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1967 and extending through December 31st, 1967. Either party shall have the right to cancel this agreement at any time by giving sixty (60) days' written notice of such cancellation.

Ethyl and Walk each bind themselves, their successors, executors, administrators,

E-09020

ETC 04360

and assigns to the other parties to this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

Except as noted above, neither Ethyl nor Walk shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

WALK, HAYDEL & ASSOCIATES, INC.

By _____

ETHYL CORPORATION

By _____
G. S. Roberts, Chief Engineer

E-09021

ETC 04361

THIS AGREEMENT made and entered into this _____ day of _____, 1967, ~~1966~~ by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "Ethyl"), and WALK, HAYDEL & ASSOCIATES, INC., a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana and the City of New Orleans, Louisiana (hereinafter referred to as "Walk").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers and other personnel to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Walk represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff ^{at} ~~at Ethyl's~~ Baton Rouge; ~~plant~~; such services to consist of furnishing mechanical development draftsmen, designers and engineers; mechanical, piping, structural, and electrical draftsmen, designers, and engineers; project engineers, specification engineers; and, if requested, a designer leader and/or squad leaders, estimators, "material take-off" personnel, inspectors, and model builders; and further represents that it is in a position to furnish engineering services to Ethyl at Walk's offices in Baton Rouge, Louisiana and/or New Orleans, Louisiana.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Walk and Ethyl as follows:

1.

Walk will make available to Ethyl on a full-time basis the number and classification of engineering and other personnel that Ethyl from time to time designates it requires to provide the ^{in conjunction with} ~~in conjunction with~~ engineering staff. engineering and related services which are to be performed ^{at Ethyl's Baton Rouge plant} ~~at Ethyl's~~ Upon giving Walk fifteen calendar days notice, Ethyl shall have the right to increase the number of

F-09022

ETC 04362

← Walk personnel so designated. Ethyl shall have the further right to reduce the number of Walk personnel so designated provided that in the event the reduction is 10% or less of the number designated, a minimum of fifteen (15) calendar days advance notice will be given to Walk. In the event Ethyl reduces its requirements for Walk's personnel without giving said notice, and if Walk is unable to immediately place such personnel on other work, Ethyl will pay Walk up to a maximum of two weeks' straight time compensation for each Walk employee who is included in such reduction of personnel; said amount shall include straight time compensation for services performed after said notice, plus an overlay as provided for under Article 7. Ethyl agrees to release no more than the following listed percentages of Walk personnel that may be assigned to serve Ethyl at any time without first giving the minimum notice times indicated:

<u>Percentage Reduction</u>	<u>Minimum Notice Time</u>
10% through 50%	30 calendar days
Over 50%	60 calendar days

Should Ethyl fail to adhere to the above minimum notice times, Walk will place such personnel on other work as soon as possible and an equitable settlement will be negotiated. In such circumstances Ethyl will not be liable to Walk for any amount in excess of actual salaries which Walk is obligated to pay (plus overlay as provided for under Article 7) between the date of reduction and the date each Walk employee involved is placed by Walk on other work, provided further that Ethyl shall not be liable for any such salary or the applicable overlay (as provided for under Article 7) in excess of the amount Walk is liable for under Walk's individual contracts of employment with said personnel.

E-09023

ETC 04363

Ethyl agrees to advise Walk at periodic intervals concerning possible long-range needs for increasing or reducing ^{the number of} Walk's personnel assigned to Ethyl's ~~Baton Rouge plant,~~ ^{in accordance with paragraph 1 of} this article, [^] and further agrees that wherever possible firm commitments concerning increases or reductions will be made to Walk with more advance notice than the minimum contractual obligations outlined above. In this regard it is understood and agreed by both parties to this agreement that proper and satisfactory services suited to Ethyl's needs can be furnished (for the economical overlay costs as provided for under Article 7 hereof, present conditions considered) only if full cooperation is extended by Ethyl in accordance with the foregoing.

2.

During all such times as Walk supplies engineering personnel assistance ^{to Ethyl in accordance} with Article 1, ~~Baton Rouge plant~~ should Ethyl so request, Walk shall designate one of its employees furnished hereunder as "Design Leader". Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen and designers furnished. The Design Leader may or may not also be in general charge of the project engineers, specification engineers, development draftsmen and designers, estimators, material take-off personnel, inspectors and model builders furnished and may or may not be Walk's representative in all matters pertaining to those parts of this contract, ~~dealing with engineering services which are to be performed at Ethyl's Baton Rouge plant.~~ During periods when Ethyl does not desire the services of a resident "Design Leader", Walk shall designate one employee to handle

necessary work hours reports, etc., required for payroll and billing computations, etc.

So long as the work is being performed in Ethyl's office the overall direction and coordination of the work performed by Walk personnel under terms of this contract ~~of the project engineers, specification engineers, mechanical development draftsman and designers, design engineers, estimators, material take off personnel, inspectors and model builders furnished hereunder~~ shall, however, be the responsibility of Ethyl, whether or not a resident "Design Leader" is furnished by Walk. For ~~except for~~ projects that may be assigned to Walk on a full responsibility basis, ~~as provided for under Article 8 hereof.~~ ^{refer to}

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Walk shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Walk shall, for any and all purposes, be deemed and considered employees of Walk and not of Ethyl.

4. SEE ATTACHMENT "A" ←

Prior to Walk assigning any of its engineering and other personnel for services ~~which are to be performed at Ethyl's Baton Rouge plant,~~ it shall submit to Ethyl the employee's qualifications and salary, ~~and~~ said qualifications and salary ~~shall~~ be subject to ~~and require~~ Ethyl's approval. ~~Similarly,~~ Any increases in salaries given by Walk to ~~such~~ employees must have Ethyl's prior approval if such increases are to be billed to Ethyl. Walk will remove from the performance of such service any of its employees whom Ethyl requests to be removed for just cause, and the provisions of Article 1 shall

F-09025

ETC 04365

ATTACHMENT "A"

4.

Prior to Walk assigning any of its engineering and other personnel for services under the terms of this contract, it shall submit (in writing to Ethyl) the employee's qualifications and salary, said qualifications and salary to be subject to Ethyl's approval. Ethyl reserves the right to request interviews with prospective Walk assignees prior to acceptance of these assignees under the terms of Article 1. Any increases in salaries given by Walk to employees assigned to Ethyl must have Ethyl's prior approval if such increases are to be billed to Ethyl. Walk will remove from the performance of such service any of its employees whom Ethyl requests to be removed for just cause, and the notice provisions of Article 1 shall not apply in such cases.

F-09026

ETC 04366

5.

~~not apply in such cases.~~

5.

under the terms of this contract

All of Walk's personnel furnished to perform services ~~at Ethyl's Baton Rouge plant~~ will be required to work a minimum of eight (8) hours per day for five (5) days per week, except for holidays, vacations, etc., as provided herein. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

under the terms of

Ethyl agrees to provide Walk's personnel assigned to perform services ~~at Ethyl's~~ Article 1 of this contract, ~~Baton Rouge plant~~ with the working facilities deemed necessary by Ethyl (to include desks, drafting tables, chairs, and drafting machines, parallel bars or "T" squares), but Ethyl will not furnish personal drafting tools. Such personal tools are to be supplied by Walk or by its employees at Walk's election.

7. SEE ATTACHMENT "B" ~~ATTACHMENT "B"~~

~~As full compensation to Walk for services rendered, performed, and furnished hereunder at Ethyl's Baton Rouge plant, Ethyl agrees to:~~

~~(a) Reimburse Walk the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the personnel performing services under this agreement.~~

~~(b) Reimburse Walk the total amount of all salaries which by law Walk has paid~~

F-09027

ETC 04367

ATTACHMENT "B"

5(a)

7.

As full compensation to Walk for services rendered, performed, and furnished under Article I of this contract. Ethyl agrees to:

- (a) Pay ^{Walk} a four hundred dollar (\$400) placement fee for each personnel placed plus an additional two hundred dollars (\$200) per placement when prospective assignees for such placement are to be interviewed by Ethyl. Walk agrees to reimburse the above four hundred dollar placement fee to Ethyl should any of the following conditions arise.
- (1) Assignee is disqualified by Ethyl for continued service prior to the expiration of thirty-one (31) calendar days after placement.
 - (2) Assignee is withdrawn by Walk from Ethyl's service irrespective of reason or length of service.
 - (3) Assignee remains in continuous service to Ethyl over a period of one year.
- (b) Reimburse Walk the total amount of all salaries which it has paid on the basis of a forty hour straight time work week for time actually worked, to the personnel performing services under this agreement.
- (c) Reimburse Walk the total amount of all salaries which by law Walk has paid at the rate of time and one-half for hours worked in excess of forty hours per week to personnel performing services under this agreement.

E-09028

ETC 04368

~~at the rate of time and one-half for hours worked in excess of forty hours per week to personnel performing services under this agreement.~~

(d) ~~(c)~~ Pay Walk at the rate of time and one-half for hours worked in excess of forty hours per week by personnel performing services under this agreement who by reason of area practice Walk has agreed to compensate at time and one half rate for such overtime hours.

(e) ~~(d)~~ Pay Walk for hours worked in excess of forty hours per week by personnel not covered in ~~(b)~~ ^(c) or ~~(c)~~ ^(d) above on the basis of the straight time pay rate for the individuals involved.

(f) ~~(e)~~ Pay Walk to cover its profit, overhead, insurance, employment taxes, and other costs, an overlay equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No overlay shall be paid on the premium portion of overtime rates.

(g) ~~(f)~~ Reimburse Walk for transportation expense, long distance telephone and telegraph expense, reproduction costs, and any other expenses which may be incurred by Walk's company or individual employees thereof with the prior approval of Ethyl (with the understanding that separate reimbursement is being authorized) in connection with the services being performed for Ethyl. Reimbursement to Walk for such expenses shall be on the basis of actual cost. Transportation expense for travel of Walk personnel between their residences, Ethyl's Baton Rouge ~~plant and~~ offices, and Walk's offices will be absorbed by Walk under the overlay allowance provided for under Article 7^(f)~~(e)~~ above. Ethyl may also reimburse Walk for relocation costs of Walk's employees and their families if Ethyl deems it desirable and necessary to do so.

F-09029

(h) ~~(g)~~^(b) In computing salaries under paragraph 7~~(a)~~, provided an Employee of Walk has performed services hereunder on Ethyl's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary equal to that for eight hours of straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If said holiday occurs during a ~~scheduling~~^{scheduled} vacation, or bona-fide illness, the requirement for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl in advance of the first day in the vacation period.

Ethyl reserves the right to require a doctor's signed statement in support of "bona-fide illness" claims.

In computing overtime pay for those employees of Walk who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law or area practice, the following shall be observed:

"Holiday hours, payment for which said employee of Walk has earned by working in accordance with the requirements of this section (Section 7), hours absent due to bona-fide illness, ^{military leave, jury duty,} and scheduled vacation hours shall be considered as hours worked in determining total hours worked in a given week. ~~This provision does not alter agreements stated elsewhere in this contract with~~

~~respect to which party, Ethyl or Walk, pays or reimburses for time lost due to holiday, scheduled vacation, or sickness, instead, its~~

The sole purpose ^{of this paragraph} is to establish the basis for reimbursement by Ethyl

of payment of premium overtime during weeks which contain military leave, jury duty holiday(s), scheduled vacations, or period of bona-fide illness.

Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

Salaries paid by Walk to its employees on other than official Ethyl holidays will not be reimbursed by Ethyl.

If a Walk employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl, in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay. For those employees who are normally paid at the rate of time and one-half for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining total hours worked in the week. Straight time overlay of fifty per centum (50%) will apply to holiday time presumed to have been worked.

(i) ~~(h)~~ Sums due under this Article 7 will be paid by Ethyl within twenty (20) days after receipt by Ethyl of itemized semi-monthly invoices submitted by Walk.

(a) Walk will also perform work for Ethyl at Walk's offices in Baton Rouge,

Louisiana and/or New Orleans, Louisiana, assuming overall project responsibility as requested; furnishing all supervision, direction, coordination, materials and supplies required; and such engineering design, drafting, consulting engineering, field surveying and related services as are requested by Ethyl. When Ethyl avails itself of such services, it shall pay Walk for the services in accordance with Article 7 of this agreement, except that the ^{overlay} ~~overly~~ for Article 7^(f)~~(c)~~ will be equal to sixty per centum (60%) of straight time pay rates and the time applied by Walk's principals will be covered by such overlay.

(b) Tracing cloth (or paper) and other standard Ethyl forms will be furnished by Ethyl without charge to Walk. Cost of drawing prints and other reproduction expense will be reimbursable to Walk as provided under Article 7^(g)~~(d)~~.

(c) Sums due under this Article 8 will be paid by Ethyl within twenty (20) days after receipt by Ethyl of itemized invoices submitted by Walk at the end of each month.

9.

All engineering and other personnel in the employ of Walk shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Walk will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Walk and in the name of Ethyl Corporation as respective interests may appear:

(a) Workmen's Compensation and Employer's Liability Insurance

This insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State or Province in which the work is to be done; occupational disease and medical reimbursement coverages must be included. The insurance must cover all employees working at, on or away from the premises in the performance of the contract. In addition, Walk shall carry Employers' Liability insurance with limits of at least \$100,000 per person, per accident. Walk will require all subcontractors to provide similar Workmen's Compensation and Employers' Liability insurance.

(b) Comprehensive General Liability Insurance

This insurance shall be taken out and maintained to cover Walk against any public liability and/or property damage claim which may arise from operations and completed operations under the contract, whether such operations be by Walk or subcontractor or any persons directly or indirectly employed by them. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person, not less than \$500,000 to cover injury or death of all persons arising out of one occurrence and not less than \$100,000 to cover loss or damage to property. The Comprehensive General Liability policy shall be endorsed so that wherever the word "accident" appears with respect to bodily injury liability, it will be changed to read "occurrence".

Such insurance shall not exclude injury to or destruction of wires, conduits, mains, sewers or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground, nor shall such insurance exclude blasting, explosion or collapse.

F-09033

ETC 04373

(c) Automotive Public Liability and Property Damage Insurance

This insurance shall be taken out and maintained to cover the interests of Walk against any public liability or property damage claims arising out of the operation of motor vehicles in performance of the work under this contract, whether such operation be by Walk or any subcontractor or any persons directly or indirectly employed by them. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Insurance Certificates

Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl, attention Insurance Coordinator, prior to the commencement of work under this agreement.

All certificates must include the following clause:

"It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to:

Insurance Coordinator
Ethyl Corporation
P. O. Box 341
Baton Rouge, Louisiana 70821

As evidenced by return receipt of registered mail."

During the continuance of this contract, Walk will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal,

State and Local governments, regulating and in regard to the employment of its employees in the performance thereof. Walk indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making the foregoing mentioned payments.

12.

In the performance of the work authorized hereunder, Ethyl will from time to time release to Walk and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Walk hereby agrees that all information and "know-how" released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Walk and all drawings, tracings, prints, and other information furnished to Walk by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Walk agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and "know-how" acquired from Ethyl or developed by Walk during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest made or conceived by personnel of Walk while engaged in the

E-09035

ETC 04375

performance of work authorized hereunder or resulting from information and "know-how" acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Walk in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Walk will make the fact of such discovery known to Ethyl as soon as it becomes known to Walk. Walk further agrees to request and use its best efforts in securing patent assignments to Walk by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Walk might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Walk will secure from each person employed by it in the performance of work hereunder an agreement as follows: (A copy of each such agreement is to be furnished to Ethyl.)

To: Walk, Haydel & Associates:

"In consideration of the remuneration paid me by Walk, Haydel & Associates, and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Walk, Haydel & Associates, and assigned by it to work on assignments given to my employer by Ethyl Corporation, I hereby agree:

"That any inventions or discoveries or improvements, whether patentable or

unpatentable, conceived by me or made in whole or in part by me during my employment with Walk, Haydel & Associates, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Walk, Haydel & Associates.

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior, are the property of Walk, Haydel & Associates.

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Walk, Haydel & Associates who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, "know-how", or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing; and I will use particular care to insure that such information, "know-how" and data does not become known to those who are engaged in activities competitive with those of Walk, Haydel & Associates or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside Ethyl Corporation and Walk, Haydel & Associates. There will also be much information that is marginal; and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret

L.A.
more

and confidential. In those cases where doubt arises, I will obtain permission from Walk, Haydel & Associates and Ethyl Corporation before using or divulging the information in question to others outside Walk, Haydel & Associates.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which Walk, Haydel & Associates may reasonably require of me to vest in it all rights herein conveyed, said Walk, Haydel & Associates bearing all reasonable expenses incurred by me at its request in connection therewith.

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Walk, Haydel & Associates regarding its subject matter.

Employee

Place _____

Date _____ "

13.

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1967 and extending through December 31st, 1967. Either party shall have the right to cancel this agreement at any time by giving sixty (60) days' written notice of such cancellation.

Ethyl and Walk each bind themselves, their successors, executors, administrators,

and assigns to the other parties to this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

Except as noted above, neither Ethyl nor Walk shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

WALK, HAYDEL & ASSOCIATES, INC.

By _____

ETHYL CORPORATION

By _____
G. S. Roberts, Chief Engineer

E-09039

ETC 04379

*Original to F. Walk
1-19-67
JEF*

THIS AGREEMENT made and entered into this _____ day of _____, 1967, ~~1966~~ by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "Ethyl"), and WALK, HAYDEL & ASSOCIATES, INC., a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana and the City of New Orleans, Louisiana (hereinafter referred to as "Walk").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers and other personnel to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Walk represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff at Ethyl's Baton Rouge ~~plant~~, such services to consist of furnishing mechanical development draftsmen, designers and engineers; mechanical, piping, structural, and electrical draftsmen, designers, and engineers; project engineers, specification engineers; and, if requested, a designer leader and/or squad leaders, estimators, "material take-off" personnel, inspectors, and model builders; and further represents that it is in a position to furnish engineering services to Ethyl at Walk's offices in Baton Rouge, Louisiana and/or New Orleans, Louisiana.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Walk and Ethyl as follows:

1.

Walk will make available to Ethyl on a full-time basis the number and classification of engineering and other personnel that Ethyl from time to time designates it requires to provide the ~~in conjunction with~~ engineering staff. engineering and related services which are to be performed ~~at Ethyl's Baton Rouge plant~~. Upon giving Walk fifteen calendar days notice, Ethyl shall have the right to increase the number of

E-09040

ETC 04380

← Walk personnel so designated. Ethyl shall have the further right to reduce the number of Walk personnel so designated provided that in the event the reduction is 10% or less of the number designated, a minimum of fifteen (15) calendar days advance notice will be given to Walk. In the event Ethyl reduces its requirements for Walk's personnel without giving said notice, and if Walk is unable to immediately place such personnel on other work, Ethyl will pay Walk up to a maximum of two weeks' straight time compensation for each Walk employee who is included in such reduction of personnel; said amount shall include straight time compensation for services performed after said notice, plus an overlay as provided for under Article 7. Ethyl agrees to release no more than the following listed percentages of Walk personnel that may be assigned to serve Ethyl at any time without first giving the minimum notice times indicated:

<u>Percentage Reduction</u>	<u>Minimum Notice Time</u>
10% through 50%	30 calendar days
Over 50%	60 calendar days

Should Ethyl fail to adhere to the above minimum notice times, Walk will place such personnel on other work as soon as possible and an equitable settlement will be negotiated. In such circumstances Ethyl will not be liable to Walk for any amount in excess of actual salaries which Walk is obligated to pay (plus overlay as provided for under Article 7) between the date of reduction and the date each Walk employee involved is placed by Walk on other work, provided further that Ethyl shall not be liable for any such salary or the applicable overlay (as provided for under Article 7) in excess of the amount Walk is liable for under Walk's individual contracts of employment with said personnel.

Ethyl agrees to advise Walk at periodic intervals concerning possible long-range needs for increasing or reducing ^{the number of} ~~Walk's~~ personnel assigned to Ethyl's ~~Baton Rouge plant,~~ ^{in accordance with paragraph 1 of} this article, [^] and further agrees that wherever possible firm commitments concerning increases or reductions will be made to Walk with more advance notice than the minimum contractual obligations outlined above. In this regard it is understood and agreed by both parties to this agreement that proper and satisfactory services suited to Ethyl's needs can be furnished (for the economical overlay costs as provided for under Article 7 hereof, present conditions considered) only if full cooperation is extended by Ethyl in accordance with the foregoing.

2.

During all such times as Walk supplies engineering personnel assistance ^{to Ethyl in accordance} ~~with Article 1,~~ ~~Baton Rouge plant~~ should Ethyl so request, Walk shall designate one of its employees furnished hereunder as "Design Leader". Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen and designers furnished. The Design Leader may or may not also be in general charge of the project engineers, specification engineers, development draftsmen and designers, estimators, material take-off personnel, inspectors and model builders furnished and may or may not be Walk's representative in all matters [?] pertaining to those parts of this contract, ~~dealing with engineering services which are to be performed at Ethyl's Baton Rouge plant.~~ During periods when Ethyl does not desire the services of a resident "Design Leader", Walk shall designate one employee to handle

necessary work hours reports, etc., required for payroll and billing computations, etc.

So long as the work is being performed in Ethyl's office the overall direction and co-
 performed by Walk personnel under terms of this contract
 ordination of the work ~~of the project engineers, specification engineers, mechanical-~~
~~development draftsmen and designers, design engineers, estimators, material take-off~~
~~personnel, inspectors and model builders furnished hereunder~~ shall, however, be the
 responsibility of Ethyl, whether or not a resident "Design Leader" is furnished by Walk.
 For ~~except for~~ projects that may be assigned to Walk on a full responsibility basis, ~~as pre-~~ ^{refer to}
~~vided for under Article 8 hereof.~~

3.

It is distinctly understood and agreed that at all times during the continuance of
 this contract Walk shall, for all purposes, be deemed and considered an independent con-
 tractor and any and all engineering personnel furnished hereunder by Walk shall, for any
 and all purposes, be deemed and considered employees of Walk and not of Ethyl.

4. SEE ATTACHMENT "A" ←

Prior to Walk assigning any of its engineering and other personnel for
 services ~~which are to be performed at Ethyl's Baton Rouge plant, it shall submit to Ethyl~~
 the employee's qualifications and salary, ~~and said qualifications and salary shall be~~
 subject to ~~and require~~ Ethyl's approval. Similarly, ~~Any~~ increases in salaries given by
 Walk to ~~such~~ employees must have Ethyl's prior approval ~~if such increases are to be billed~~
 to Ethyl. Walk will remove from the performance of such service any of its employees
 whom Ethyl requests to be removed for just cause, and the provisions of Article 1 shall

ATTACHMENT "A"

4.

Prior to Walk assigning any of its engineering and other personnel for services under the terms of this contract, it shall submit (in writing to Ethyl) the employee's qualifications and salary, said qualifications and salary to be subject to Ethyl's approval. Ethyl reserves the right to request interviews with prospective Walk assignees prior to acceptance of these assignees under the terms of Article 1. Any increases in salaries given by Walk to employees assigned to Ethyl must have Ethyl's prior approval if such increases are to be billed to Ethyl. Walk will remove from the performance of such service any of its employees whom Ethyl requests to be removed for just cause, and the notice provisions of Article 1 shall not apply in such cases.

E-09044

ETC 04384

5.

~~not apply in such cases.~~

5.

under the terms of this contract

All of Walk's personnel furnished to perform services ~~at Ethyl's Baton Rouge plant~~ will be required to work a minimum of eight (8) hours per day for five (5) days per week, except for holidays, vacations, etc., as provided herein. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

under the terms of

Ethyl agrees to provide Walk's personnel assigned to perform services ~~at Ethyl's~~ Article 1 of this contract, ~~Baton Rouge plant~~ with the working facilities deemed necessary by Ethyl (to include desks, drafting tables, chairs, and drafting machines, parallel bars or "T" squares), but Ethyl will not furnish personal drafting tools. Such personal tools are to be supplied by Walk or by its employees at Walk's election.

7. SEE ATTACHMENT "B" ←

~~As full compensation to Walk for services rendered, performed, and furnished hereunder at Ethyl's Baton Rouge plant, Ethyl agrees to:~~

~~(a) Reimburse Walk the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the personnel performing services under this agreement.~~

~~(b) Reimburse Walk the total amount of all salaries which by law Walk has paid~~

F-09045

ETC 04385

ATTACHMENT "B"

7.

As full compensation to Walk for services rendered, performed, and furnished under Article I of this contract, Ethyl agrees to:

- (a) Pay ^{Walk} a four hundred dollar (\$400) placement fee for each personnel placed plus an additional two hundred dollars (\$200) per placement when prospective assignees for such placement are to be interviewed by Ethyl. Walk agrees to reimburse the above four hundred dollar placement fee to Ethyl should any of the following conditions arise.

- (1) Assignee is disqualified by Ethyl for continued service prior to the expiration of thirty-one (31) calendar days after placement.

- (2) Assignee is withdrawn by Walk from Ethyl's service ^{WITHOUT ETHYL'S CONVICTION} ~~irrespective~~ of reason or length of service. *THIS DOES NOT APPLY IF IT IS MUTUALLY CONVENIENT, OR A SHORT TERM ARRANGEMENT NATURE.*

- (3) Assignee remains in continuous service to Ethyl over a period of one year.

- (b) Reimburse Walk the total amount of all salaries which it has paid on the basis of a forty hour straight time work week for time actually worked, to the personnel performing services under this agreement.

- (c) Reimburse Walk the total amount of all salaries which by law Walk has paid at the rate of time and one-half for hours worked in excess of forty hours per week to personnel performing services under this agreement.

did not agree on this. did not recall

could live with 1 1/2 yrs, 2 YRS period.

~~at the rate of time and one-half for hours worked in excess of forty hours per week to personnel performing services under this agreement.~~

(d) ~~(c)~~ Pay Walk at the rate of time and one-half for hours worked in excess of forty hours per week by personnel performing services under this agreement who by reason of area practice Walk has agreed to compensate at time and one half rate for such over-time hours.

(e) ~~(d)~~ Pay Walk for hours worked in excess of forty hours per week by personnel not covered in ~~(b)~~ or ~~(c)~~ above on the basis of the straight time pay rate for the individuals involved.

(f) ~~(e)~~ Pay Walk to cover its profit, overhead, insurance, employment taxes, and other costs, an overlay equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No overlay shall be paid on the premium portion of overtime rates.

(g) ~~(f)~~ Reimburse Walk for transportation expense, long distance telephone and telegraph expense, reproduction costs, and any other expenses which may be incurred by Walk's company or individual employees thereof with the prior approval of Ethyl (with the understanding that separate reimbursement is being authorized) in connection with the services being performed for Ethyl. Reimbursement to Walk for such expenses shall be on the basis of actual cost. Transportation expense for travel of Walk personnel between their residences, Ethyl's Baton Rouge ~~plant and~~ offices, and Walk's offices will be absorbed by Walk under the overlay allowance provided for under Article 7^(f)~~(e)~~ above. Ethyl may also reimburse Walk for relocation costs of Walk's employees and their families if Ethyl deems it desirable and necessary to do so.

(h) ~~(g)~~ In computing salaries under paragraph 7^(b)~~(a)~~, provided an Employee of Walk has performed services hereunder on Ethyl's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary equal to that for eight hours of straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If said holiday occurs during a ^{scheduled}~~scheduling~~ vacation, or bona-fide illness, the requirement for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl in advance of the first day in the vacation period.

Ethyl reserves the right to require a doctor's signed statement in support of "bona-fide illness" claims.

In computing overtime pay for those employees of Walk who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law or area practice, the following shall be observed:

"Holiday hours, payment for which said employee of Walk has earned by working in accordance with the requirements of this section (Section 7), hours absent due to bona-fide illness, ^{military leave, jury duty,} and scheduled vacation hours shall be considered as hours worked in determining total hours worked in a given week. ~~This provision does not alter agreements stated elsewhere in this contract with-~~

8.

~~respect to which party, Ethyl or Walk, pays or reimburses for time
lost due to holiday, scheduled vacation, or sickness, instead, its~~

The sole purpose ^{of this paragraph} is to establish the basis for reimbursement by Ethyl

of payment of premium overtime during weeks which contain
holiday(s), scheduled vacations, ^{military leave, jury duty} or period of bona-fide illness.

Work in excess of eight hours in a given day does not in itself
constitute 'overtime'."

Salaries paid by Walk to its employees on other than official Ethyl holidays will
not be reimbursed by Ethyl.

If a Walk employee has performed services hereunder on the regularly scheduled
work day immediately preceding and immediately following any officially designated
holiday and, in addition, actually performs services on the specified holiday itself, Ethyl,
in addition to reimbursing the holiday time presumed to have been worked, will reimburse
a salary for such hours actually worked equivalent to the employee's straight time rate
of pay. For those employees who are normally paid at the rate of time and one-half
for hours in excess of forty per week, the hours actually worked on the holiday will be
counted in determining total hours worked in the week. Straight time overlay of fifty
per centum (50%) will apply to holiday time presumed to have been worked.

(i) ~~(h)~~ Sums due under this Article 7 will be paid by Ethyl within twenty (20) days
after receipt by Ethyl of itemized semi-monthly invoices submitted by Walk.

8.

(a) Walk will also perform work for Ethyl at Walk's offices in Baton Rouge,

E-09049

ETC 04389

9.

Louisiana and/or New Orleans, Louisiana, assuming overall project responsibility as requested; furnishing all supervision, direction, coordination, materials and supplies required; and such engineering design, drafting, consulting engineering, field surveying and related services as are requested by Ethyl. When Ethyl avails itself of such services, it shall pay Walk for the services in accordance with Article 7 of this agreement, except that the ^{overlay} ~~overlay~~ for Article 7^(f)~~(c)~~ will be equal to sixty per centum (60%) of straight time pay rates and the time applied by Walk's principals will be covered by such overlay.

(b) Tracing cloth (or paper) and other standard Ethyl forms will be furnished by Ethyl without charge to Walk. Cost of drawing prints and other reproduction expense will be reimbursable to Walk as provided under Article 7^(g)~~(d)~~.

(c) Sums due under this Article 8 will be paid by Ethyl within twenty (20) days after receipt by Ethyl of itemized invoices submitted by Walk at the end of each month.

9.

All engineering and other personnel in the employ of Walk shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Walk will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Walk and in the name of Ethyl Corporation as respective interests may appear:

F-09050

ETC 04390

(a) Workmen's Compensation and Employer's Liability Insurance

This insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State or Province in which the work is to be done; occupational disease and medical reimbursement coverages must be included. The insurance must cover all employees working at, on or away from the premises in the performance of the contract. In addition, Walk shall carry Employers' Liability insurance with limits of at least \$100,000 per person, per accident. Walk will require all subcontractors to provide similar Workmen's Compensation and Employers' Liability insurance.

(b) Comprehensive General Liability Insurance

This insurance shall be taken out and maintained to cover Walk against any public liability and/or property damage claim which may arise from operations and completed operations under the contract, whether such operations be by Walk or subcontractor or any persons directly or indirectly employed by them. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person, not less than \$500,000 to cover injury or death of all persons arising out of one occurrence and not less than \$100,000 to cover loss or damage to property. The Comprehensive General Liability policy shall be endorsed so that wherever the word "accident" appears with respect to bodily injury liability, it will be changed to read "occurrence".

Such insurance shall not exclude injury to or destruction of wires, conduits, mains, sewers or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground, nor shall such insurance exclude blasting, explosion or collapse.

(c) Automotive Public Liability and Property Damage Insurance

This insurance shall be taken out and maintained to cover the interests of Walk against any public liability or property damage claims arising out of the operation of motor vehicles in performance of the work under this contract, whether such operation be by Walk or any subcontractor or any persons directly or indirectly employed by them. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Insurance Certificates

Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl, attention Insurance Coordinator, prior to the commencement of work under this agreement.

All certificates must include the following clause:

"It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to:

Insurance Coordinator
Ethyl Corporation
P. O. Box 341
Baton Rouge, Louisiana 70821

As evidenced by return receipt of registered mail."

During the continuance of this contract, Walk will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal,

State and Local governments, regulating and in regard to the employment of its employees in the performance thereof. Walk indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making the foregoing mentioned payments.

12.

In the performance of the work authorized hereunder, Ethyl will from time to time release to Walk and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Walk hereby agrees that all information and "know-how" released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Walk and all drawings, tracings, prints, and other information furnished to Walk by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Walk agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and "know-how" acquired from Ethyl or developed by Walk during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest made or conceived by personnel of Walk while engaged in the

performance of work authorized hereunder or resulting from information and "know-how" acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Walk in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Walk will make the fact of such discovery known to Ethyl as soon as it becomes known to Walk. Walk further agrees to request and use its best efforts in securing patent assignments to Walk by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Walk might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Walk will secure from each person employed by it in the performance of work hereunder an agreement as follows: (A copy of each such agreement is to be furnished to Ethyl.)

To: Walk, Haydel & Associates:

"In consideration of the remuneration paid me by Walk, Haydel & Associates, and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Walk, Haydel & Associates, and assigned by it to work on assignments given to my employer by Ethyl Corporation, I hereby agree:

"That any inventions or discoveries or improvements, whether patentable or

E-09054

ETC 04394

unpatentable, conceived by me or made in whole or in part by me during my employment with Walk, Haydel & Associates, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Walk, Haydel & Associates.

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior, are the property of Walk, Haydel & Associates.

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Walk, Haydel & Associates who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, "know-how", or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing; and I will use particular care to insure that such information, "know-how" and data does not become known to those who are engaged in activities competitive with those of Walk, Haydel & Associates or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside Ethyl Corporation and Walk, Haydel & Associates. There will also be much information that is marginal; and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret

E-09055

ETC 04395

and confidential. In those cases where doubt arises, I will obtain permission from Walk, Haydel & Associates and Ethyl Corporation before using or divulging the information in question to others outside Walk, Haydel & Associates.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which Walk, Haydel & Associates may reasonably require of me to vest in it all rights herein conveyed, said Walk, Haydel & Associates bearing all reasonable expenses incurred by me at its request in connection therewith.

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Walk, Haydel & Associates regarding its subject matter.

Employee

Place _____

Date _____ "

13.

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1967 and extending through December 31st, 1967. Either party shall have the right to cancel this agreement at any time by giving sixty (60) days' written notice of such cancellation.

Ethyl and Walk each bind themselves, their successors, executors, administrators,

E-09056

ETC 04396

and assigns to the other parties to this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

Except as noted above, neither Ethyl nor Walk shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

WALK, HAYDEL & ASSOCIATES, INC.

By _____

ETHYL CORPORATION

By _____
G. S. Roberts, Chief Engineer

ETHYL CORPORATION

ENGINEERING DEPARTMENT

January 19, 1967

PLEASE ADDRESS REPLY
TO: P. O. BOX 341
BATON ROUGE 1, LA.

Mr. Frank Walk
Walk, Haydel & Associates, Inc.
762 Baronne Street
New Orleans, Louisiana 70113

Dear Mr. Walk:

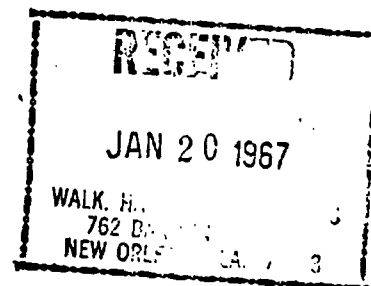
The attached contract has been marked up in accordance
with our prior discussions. I certainly hope it meets with your
approval. Please accept my apology for the delay.

Very truly yours,


L. A. Hebert

/sl

Attachment



F-09058

ETC 04398

THIS AGREEMENT made and entered into this _____ day of _____, 1967, 1966 by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "Ethyl"), and WALK, HAYDEL & ASSOCIATES, INC., a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana and the City of New Orleans, Louisiana (hereinafter referred to as "Walk").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers and other personnel to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Walk represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff at ~~Ethyl's~~ Baton Rouge ~~plant~~, such services to consist of furnishing mechanical development draftsmen, designers and engineers; mechanical, piping, structural, and electrical draftsmen, designers, and engineers; project engineers, specification engineers; and, if requested, a designer leader and/or squad leaders, estimators, "material take-off" personnel, inspectors, and model builders; and further represents that it is in a position to furnish engineering services to Ethyl at Walk's offices in Baton Rouge, Louisiana and/or New Orleans, Louisiana.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Walk and Ethyl as follows:

1.

Walk will make available to Ethyl on a full-time basis the number and classification of engineering and other personnel that Ethyl from time to time designates it requires to provide the ~~in conjunction with~~ engineering staff. engineering and related services which are to be performed ~~at Ethyl's Baton Rouge plant~~. Upon giving Walk fifteen calendar days notice, Ethyl shall have the right to increase the number of

E-09059

ETC 04399

← Walk personnel so designated. Ethyl shall have the further right to reduce the number of Walk personnel so designated provided that in the event the reduction is 10% or less of the number designated, a minimum of fifteen (15) calendar days advance notice will be given to Walk. In the event Ethyl reduces its requirements for Walk's personnel without giving said notice, and if Walk is unable to immediately place such personnel on other work, Ethyl will pay Walk up to a maximum of two weeks' straight time compensation for each Walk employee who is included in such reduction of personnel; said amount shall include straight time compensation for services performed after said notice, plus an overlay as provided for under Article 7. Ethyl agrees to release no more than the following listed percentages of Walk personnel that may be assigned to serve Ethyl at any time without first giving the minimum notice times indicated:

<u>Percentage Reduction</u>	<u>Minimum Notice Time</u>
10% through 50%	30 calendar days
Over 50%	60 calendar days

Should Ethyl fail to adhere to the above minimum notice times, Walk will place such personnel on other work as soon as possible and an equitable settlement will be negotiated. In such circumstances Ethyl will not be liable to Walk for any amount in excess of actual salaries which Walk is obligated to pay (plus overlay as provided for under Article 7) between the date of reduction and the date each Walk employee involved is placed by Walk on other work, provided further that Ethyl shall not be liable for any such salary or the applicable overlay (as provided for under Article 7) in excess of the amount Walk is liable for under Walk's individual contracts of employment with said personnel.

E-09060

ETC 04400

Ethyl agrees to advise Walk at periodic intervals concerning possible long-range needs for increasing or reducing ^{the number of} Walk's personnel assigned to Ethyl's ~~Baton Rouge plant,~~ ^{in accordance with paragraph 1 of} this article, and further agrees that wherever possible firm commitments concerning increases or reductions will be made to Walk with more advance notice than the minimum contractual obligations outlined above. In this regard it is understood and agreed by both parties to this agreement that proper and satisfactory services suited to Ethyl's needs can be furnished (for the economical overlay costs as provided for under Article 7 hereof, present conditions considered) only if full cooperation is extended by Ethyl in accordance with the foregoing.

2.

During all such times as Walk supplies engineering personnel assistance ^{to Ethyl in accordance with Article 1,} ~~at Ethyl's~~ ~~Baton Rouge plant~~ should Ethyl so request, Walk shall designate one of its employees furnished hereunder as "Design Leader". Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen and designers furnished. The Design Leader may or may not also be in general charge of the project engineers, specification engineers, development draftsmen and designers, estimators, material take-off personnel, inspectors and model builders furnished and may or may not be Walk's representative in all matters pertaining to those parts of this contract, ~~dealing with engineering services which are to be performed at Ethyl's Baton Rouge plant.~~ During periods when Ethyl does not desire the services of a resident "Design Leader", Walk shall designate one employee to handle

necessary work hours reports, etc., required for payroll and billing computations, etc.

So long as the work is being performed in Ethyl's office the overall direction and co-
 performed by Walk personnel under terms of this contract
 ordination of the work ~~of the project engineers, specification engineers, mechanical~~
~~development draftsmen and designers, design engineers, estimators, material take-off~~
~~personnel, inspectors and model builders furnished hereunder~~ shall, however, be the
 responsibility of Ethyl, whether or not a resident "Design Leader" is furnished by Walk.
 For ~~except for~~ projects that may be assigned to Walk on a full responsibility basis, ~~as pre-~~
~~vided for under~~ Article 8 hereof.

3.

It is distinctly understood and agreed that at all times during the continuance of
 this contract Walk shall, for all purposes, be deemed and considered an independent con-
 tractor and any and all engineering personnel furnished hereunder by Walk shall, for any
 and all purposes, be deemed and considered employees of Walk and not of Ethyl.

4. SEE ATTACHMENT "A" ←

Prior to Walk assigning any of its engineering and other personnel for
 services ~~which are to be performed at Ethyl's Baton Rouge plant~~, it shall submit to Ethyl
 the employee's qualifications and salary, and said qualifications and salary shall be
 subject to ~~and require~~ Ethyl's approval. ~~Similarly,~~ Any increases in salaries given by
 Walk to ~~such~~ employees must have Ethyl's prior approval if such increases are to be billed
 to Ethyl. Walk will remove from the performance of such service any of its employees
 whom Ethyl requests to be removed for just cause, and the provisions of Article 1 shall

ATTACHMENT "A"

4.

Prior to Walk assigning any of its engineering and other personnel for services under the terms of this contract, it shall submit ~~(in writing to Ethyl)~~ the employee's qualifications and salary, said qualifications and salary to be subject to Ethyl's approval. Ethyl reserves the right to request interviews with prospective Walk assignees prior to acceptance of these assignees under the terms of Article 1. Any increases in salaries given by Walk to employees assigned to Ethyl must have Ethyl's prior approval if such increases are to be billed to Ethyl. Walk will remove from the performance of such service any of its employees whom Ethyl requests to be removed for just cause, and the notice provisions of Article 1 shall not apply in such cases.

(1)

F-09063

ETC 04403

~~not apply in such cases~~

5.

under the terms of this contract

All of Walk's personnel furnished to perform services ~~at Ethyl's Baton Rouge plant~~ will be required to work a minimum of eight (8) hours per day for five (5) days per week, except for holidays, vacations, etc., as provided herein. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

under the terms of

Ethyl agrees to provide Walk's personnel assigned to perform services ~~at Ethyl's Baton Rouge plant~~ with the working facilities deemed necessary by Ethyl (to include desks, drafting tables, chairs, and drafting machines, parallel bars or "T" squares), but Ethyl will not furnish personal drafting tools. Such personal tools are to be supplied by Walk or by its employees at Walk's election.

7. SEE ATTACHMENT "B" ←

~~As full compensation to Walk for services rendered, performed, and furnished hereunder at Ethyl's Baton Rouge plant, Ethyl agrees to:~~

~~(a) Reimburse Walk the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the personnel performing services under this agreement.~~

~~(b) Reimburse Walk the total amount of all salaries which by law Walk has paid~~

ATTACHMENT "B"

7.

As full compensation to Walk for services rendered, performed, and furnished under

Article I of this contract, Ethyl agrees to:

(a) Pay ^{Walk} a four hundred dollar (\$400) placement fee for each personnel placed plus an additional two hundred dollars (\$200) per placement when prospective assignees for such placement are to be interviewed by Ethyl. Walk agrees to reimburse the above four hundred dollar placement fee to Ethyl should any of the following conditions arise.

(1) Assignee is disqualified by Ethyl for continued service prior to the expiration of thirty-one (31) calendar days after placement.

(2) Assignee is withdrawn by Walk from Ethyl's service irrespective of reason or length of service. { WITHDRAWAL BY MUTUAL AGREEMENT OR FOR TEMPORARY PERIODS WOULD NOT REQUIRE REIMBURSEMENT OF PLACEMENT FEE. (2)

~~(3) Assignee remains in continuous service to Ethyl over a period of one year. (3)~~

(b) Reimburse Walk the total amount of all salaries which it has paid on the basis of a forty hour straight time work week for time actually worked, to the personnel performing services under this agreement.

(c) Reimburse Walk the total amount of all salaries which by law Walk has paid at the rate of time and one-half for hours worked in excess of forty hours per week to personnel performing services under this agreement.

E-09065

ETC 04405

~~at the rate of time and one-half for hours worked in excess of forty hours per week to personnel performing services under this agreement.~~

(d) ~~(c)~~ Pay Walk at the rate of time and one-half for hours worked in excess of forty hours per week by personnel performing services under this agreement who by reason of area practice Walk has agreed to compensate at time and one half rate for such over-time hours.

(e) ~~(d)~~ Pay Walk for hours worked in excess of forty hours per week by personnel not covered in ~~(b)~~ or ~~(c)~~ above on the basis of the straight time pay rate for the individuals involved.

(f) ~~(e)~~ Pay Walk to cover its profit, overhead, insurance, employment taxes, and other costs, an overlay equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No overlay shall be paid on the premium portion of overtime rates.

(g) ~~(f)~~ Reimburse Walk for transportation expense, long distance telephone and telegraph expense, reproduction costs, and any other expenses which may be incurred by Walk's company or individual employees thereof with the prior approval of Ethyl (with the understanding that separate reimbursement is being authorized) in connection with the services being performed for Ethyl. Reimbursement to Walk for such expenses shall be on the basis of actual cost. Transportation expense for travel of Walk personnel between their residences, Ethyl's Baton Rouge ~~plant and~~ offices, and Walk's offices will be absorbed by Walk under the overlay allowance provided for under Article 7^(f)~~(e)~~ above. Ethyl may also reimburse Walk for relocation costs of Walk's employees and their families if Ethyl deems it desirable and necessary to do so.

E-09066

ETC 04406

(h) ~~(g)~~ ^(b) In computing salaries under paragraph 7~~(a)~~, provided an Employee of Walk has performed services hereunder on Ethyl's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary equal to that for eight hours of straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If said holiday occurs during a ~~scheduling~~ ^{scheduled} vacation, or bona-fide illness, the requirement for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl in advance of the first day in the vacation period.

Ethyl reserves the right to require a doctor's signed statement in support of "bona-fide illness" claims.

In computing overtime pay for those employees of Walk who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law or area practice, the following shall be observed:

"Holiday hours, payment for which said employee of Walk has earned by working in accordance with the requirements of this section (Section 7), hours absent due to bona-fide illness, ^{military leave, jury duty} and scheduled vacation hours shall be considered as hours worked in determining total hours worked in a given week. ~~This provision does not alter agreements stated elsewhere in this contract with~~

~~respect to which party, Ethyl or Walk, pays or reimburses for time
lost due to holiday, scheduled vacation, or sickness, instead, its~~

The sole purpose ^{of this paragraph} is to establish the basis for reimbursement by Ethyl

of payment of premium overtime during weeks which contain
holiday(s), scheduled vacations, ^{military leave, jury duty} or period of bona-fide illness.

Work in excess of eight hours in a given day does not in itself
constitute 'overtime'."

Salaries paid by Walk to its employees on other than official Ethyl holidays will
not be reimbursed by Ethyl.

If a Walk employee has performed services hereunder on the regularly scheduled
work day immediately preceding and immediately following any officially designated
holiday and, in addition, actually performs services on the specified holiday itself, Ethyl,
in addition to reimbursing the holiday time presumed to have been worked, will reimburse
a salary for such hours actually worked equivalent to the employee's straight time rate
of pay. For those employees who are normally paid at the rate of time and one-half
for hours in excess of forty per week, the hours actually worked on the holiday will be
counted in determining total hours worked in the week. Straight time overlay of fifty
per centum (50%) will apply to holiday time presumed to have been worked.

(i) ~~(j)~~ Sums due under this Article 7 will be paid by Ethyl within twenty (20) days
after receipt by Ethyl of itemized semi-monthly invoices submitted by Walk.

8.

(a) Walk will also perform work for Ethyl at Walk's offices in Baton Rouge,

E-09068

ETC 04408

Louisiana and/or New Orleans, Louisiana, assuming overall project responsibility as requested; furnishing all supervision, direction, coordination, materials and supplies required; and such engineering design, drafting, consulting engineering, field surveying and related services as are requested by Ethyl. When Ethyl avails itself of such services, it shall pay Walk for the services in accordance with Article 7 of this agreement, except that the ^{overlay}~~overlay~~ for Article 7^(f)~~(c)~~ will be equal to sixty per centum (60%) of straight time pay rates and the time applied by Walk's principals will be covered by such overlay.

(b) Tracing cloth (or paper) and other standard Ethyl forms will be furnished by Ethyl without charge to Walk. Cost of drawing prints and other reproduction expense will be reimbursable to Walk as provided under Article 7^(g)~~(d)~~.

(c) Sums due under this Article 8 will be paid by Ethyl within twenty (20) days after receipt by Ethyl of itemized invoices submitted by Walk at the end of each month.

9.

All engineering and other personnel in the employ of Walk shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Walk will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Walk and in the name of Ethyl Corporation as respective interests may appear:

(a) Workmen's Compensation and Employer's Liability Insurance

This insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State or Province in which the work is to be done; occupational disease and medical reimbursement coverages must be included. The insurance must cover all employees working at, on or away from the premises in the performance of the contract. In addition, Walk shall carry Employers' Liability insurance with limits of at least \$100,000 per person, per accident. Walk will require all subcontractors to provide similar Workmen's Compensation and Employers' Liability insurance.

(b) Comprehensive General Liability Insurance

This insurance shall be taken out and maintained to cover Walk against any public liability and/or property damage claim which may arise from operations and completed operations under the contract, whether such operations be by Walk or subcontractor or any persons directly or indirectly employed by them. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person, not less than \$500,000 to cover injury or death of all persons arising out of one occurrence and not less than \$100,000 to cover loss or damage to property. The Comprehensive General Liability policy shall be endorsed so that wherever the word "accident" appears with respect to bodily injury liability, it will be changed to read "occurrence".

Such insurance shall not exclude injury to or destruction of wires, conduits, mains, sewers or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground, nor shall such insurance exclude blasting, explosion or collapse.

E-09070

ETC 04410

(c) Automotive Public Liability and Property Damage Insurance

This insurance shall be taken out and maintained to cover the interests of Walk against any public liability or property damage claims arising out of the operation of motor vehicles in performance of the work under this contract, whether such operation be by Walk or any subcontractor or any persons directly or indirectly employed by them. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Insurance Certificates

Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl, attention Insurance Coordinator, prior to the commencement of work under this agreement.

All certificates must include the following clause:

"It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to:

Insurance Coordinator
Ethyl Corporation
P. O. Box 341
Baton Rouge, Louisiana 70821

As evidenced by return receipt of registered mail."

11.

During the continuance of this contract, Walk will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal,

E-09071

ETC 04411

State and Local governments, regulating and in regard to the employment of its employees in the performance thereof. Walk indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making the foregoing mentioned payments.

12.

In the performance of the work authorized hereunder, Ethyl will from time to time release to Walk and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Walk hereby agrees that all information and "know-how" released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Walk and all drawings, tracings, prints, and other information furnished to Walk by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Walk agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and "know-how" acquired from Ethyl or developed by Walk during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest made or conceived by personnel of Walk while engaged in the

E-09072

performance of work authorized hereunder or resulting from information and "know-how" acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Walk in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyl lead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Walk will make the fact of such discovery known to Ethyl as soon as it becomes known to Walk. Walk further agrees to request and use its best efforts in securing patent assignments to Walk by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Walk might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Walk will secure from each person employed by it in the performance of work hereunder an agreement as follows: (A copy of each such agreement is to be furnished to Ethyl.)

To: Walk, Haydel & Associates:

"In consideration of the remuneration paid me by Walk, Haydel & Associates, and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Walk, Haydel & Associates, and assigned by it to work on assignments given to my employer by Ethyl Corporation, I hereby agree:

"That any inventions or discoveries or improvements, whether patentable or

E-09073

ETC 04413

unpatentable, conceived by me or made in whole or in part by me during my employment with Walk, Haydel & Associates, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Walk, Haydel & Associates.

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior, are the property of Walk, Haydel & Associates.

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Walk, Haydel & Associates who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, "know-how", or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing; and I will use particular care to insure that such information, "know-how" and data does not become known to those who are engaged in activities competitive with those of Walk, Haydel & Associates or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside Ethyl Corporation and Walk, Haydel & Associates. There will also be much information that is marginal; and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret

E-09074

ETC 04414

and confidential. In those cases where doubt arises, I will obtain permission from Walk, Haydel & Associates and Ethyl Corporation before using or divulging the information in question to others outside Walk, Haydel & Associates.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which Walk, Haydel & Associates may reasonably require of me to vest in it all rights herein conveyed, said Walk, Haydel & Associates bearing all reasonable expenses incurred by me at its request in connection therewith.

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Walk, Haydel & Associates regarding its subject matter.

Employee

Place _____

Date _____ "

13.

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1967 and extending through December 31st, 1967. Either party shall have the right to cancel this agreement at any time by giving sixty (60) days' written notice of such cancellation.

Ethyl and Walk each bind themselves, their successors, executors, administrators,

E-09075

ETC 04415

and assigns to the other parties to this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

Except as noted above, neither Ethyl nor Walk shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

WALK, HAYDEL & ASSOCIATES, INC.

By _____

ETHYL CORPORATION

By _____
G. S. Roberts, Chief Engineer

E-09076

ETC 04416

specification engineers, development draftsmen and designers, estimators, material take-off personnel, inspectors and model builders furnished and may or may not be Walk's representative in all matters pertaining to those parts of this contract. During periods when Ethyl does not desire the services of a resident "Design Leader," Walk shall designate one employee to handle necessary work hours reports, etc., required for payroll and billing computations, etc. So long as the work is being performed in Ethyl's office the overall direction and coordination of the work performed by Walk personnel under terms of this contract shall, however, be the responsibility of Ethyl, whether or not a resident "Design Leader" is furnished by Walk. For projects that may be assigned to Walk on a full responsibility basis, refer to Article 8 hereof.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Walk shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Walk shall, for any and all purposes, be deemed and considered employees of Walk and not of Ethyl.

4.

Prior to Walk assigning any of its engineering and other personnel for services under the terms of this contract, it shall submit ^{to Ethyl} ~~(in writing to Ethyl)~~ the employee's qualifications and salary, said qualifications and salary to be subject to Ethyl's approval.

shall advise Ethyl of his salary,

E-09077

ETC 04417