

Robert Kehoe
Kettering Institute
Bethesda & Eden

DRAFT

~~Draft~~ Draft of agreement by attorney of GE

on basis of Short Form of Agreement submitted by (professional)
the laboratory ~~is~~ representing University and Laboratory Police
See clause 6 as wholly unacceptable in form drafted

Gentlemen: in complete disregard of such policies

It has been proposed that you render services for the Range Department, Major Appliance Division, General Electric Company, by performing certain toxicity tests utilizing a General Electric P7 (automatic cleaning oven) range and certain other General Electric ranges. The purpose of this letter is to set forth the following terms of our agreement with you for this work:

- (1) Range Department, Major Appliance Division, General Electric Company, hereinafter called G.E., retains the services of _____ hereinafter called Laboratory, to perform the toxicity tests outlined in Attachment A hereto, which is made a part hereof, utilizing a General Electric P7 range and General Electric standard ranges. The purpose of this testing program is to investigate the toxicity and mode of action of certain chemical products of oven off-gases emanating from foods heated at normal cooking temperatures and at P7 automatic cleaning oven temperatures. Said study shall be completed and a written report submitted by April 15, 1963. The testing procedures, the scope of the tests, the nature of the tests, and the time for performance are subject to change at any time by mutual agreement of the parties.

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- (2) Laboratory agrees to furnish all necessary personnel, services and materials, except as noted below, including such supervision as it deems necessary to complete the work described in paragraph 1. G.E. shall furnish, transportation free, all ranges necessary for this work, which ranges shall remain G.E.'s property and shall be returned to G.E. at G.E.'s expense at the conclusion of the testing period.
- (3) Payment provisions to be discussed.
- (4) No advertising or publicity material, having or containing any reference to the Laboratory or its agents or employees, or in which the name of any of them is mentioned, shall be utilized by G.E. or anyone in G.E.'s behalf, unless and until the same shall have first been submitted to and received the approval of a properly authorized representative of Laboratory.
- (5) Any and all patentable inventions relating to the subject of automatic cleaning of ovens which may be made by agents or employees of Laboratory during the time they are performing work on this program or as a result thereof shall remain the property of the inventor; however, G.E. is to receive an irrevocable royalty-free, non-exclusive license that is non-assignable and non-transferable to make, have made, use, and sell products utilizing such inventions in this country and in all foreign countries.
- (6) Any information made available by G.E. in connection with this program shall be maintained in confidence by the Laboratory and its agents and employees. Any disclosure of such information ~~or of the results of the testing program~~, whether by Laboratory, its agents or employees, shall be made only with the written approval of the General Manager, Range Department, General Electric Company; provided, however, Laboratory will not be responsible for inadvertent, consequential, accidental, or unintentional disclosure.
- (7) Laboratory's relationship, and that of its agents, and employees, to G.E. in the performance of the tests shall be that of an independent contractor and not an agent or employee of G.E. No person employed by Laboratory shall be entitled to participate in or receive any benefits

under the pension, insurance, or other employee benefit plans of G.E. Laboratory will indemnify and save G.E. harmless from any and all claims, liabilities or demands of such agents or employees (or those claiming through them), arising either directly or indirectly out of their participation in this program, regardless of whether such claims, liabilities, or demands were caused or contributed to by G.E.

- (8) It is mutually agreed that written notification by either party of a desire to modify or terminate this agreement can be given at any time, but that it is desirable to give such notice at least thirty (30) days prior to such modification or termination. If terminated by either party, Laboratory agrees that all relevant information gathered and recommendations formulated prior to such determination shall be delivered to G.E., and G.E. agrees to pay for work performed and expenses incurred to date of termination.
- (9) This letter contains the entire agreement between us respecting the subject matter hereof. There are no promises, understandings, representations, or agreements not incorporated herein. This agreement may not be modified, revised, waived, renewed, or extended except in writing, signed by the General Manager, Range Department, General Electric Company, and by a properly authorized representative of Laboratory.

If the terms of the foregoing are satisfactory, will you please indicate your acceptance of them by signing the enclosed duplicate of this letter in the space provided below and return to us.

Very truly yours,

GENERAL ELECTRIC COMPANY

By: _____
P. A. Tilley, General Manager
Range Department

Accepted this _____ day of
_____, 1962.

By: _____

Title: _____

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