PLAINTIFF'S EXHIBIT

CC-310

May 1, 1961
Rev. 1, Aug. 31, 1961
Rev. 2, Sept. 14, 1961
Rev. 3, Jan. 15, 1962
Rev. 4, Nov. 17, 1966

BASIS FOR CHARGES FOR FOSTER WHEELER LABORATORY WORK

Charges for work performed in the Foster Wheeler Laboratory at Carteret, N. J., will be as follows:

1. PERSONNEL SERVICES

Charges for work performed in the Foster Wheeler Laboratory, as well as the work performed in the Foster Wheeler Engineering offices in conjunction with the laboratory program to be as follows: $10.50 per hour for the first eight hours and $15.00 per hour for overtime in excess of eight hours per day, or forty hours per week.

2. MAINTENANCE

In connection with analysis or other studies requiring special adaptation of equipment or where materials being tested cause abnormal deteriorations, a separate charge will be made for materials and labor, in general, as follows:

Materials	-	at cost plus 15%
Labor	-	$10.50 per hour for the first eight hours, and $15.00 per hour overtime in excess of eight hours per day or forty hours per week.
Sundays & Holidays	-	$21.00 per manhour

Special arrangements may be made for expediting rush work which involves continual operation, in which case a charge suitable to the nature of the work will be quoted.

3. MATERIALS

For feed stocks, special solvents, special chemicals and reagents, containers, etc. - at cost plus 15%.

4. UTILITIES

Steam, air, water, electricity, gas heat, etc. are included in above hourly rates.

BASIS FOR CHARGES FOR FOSTER WHEELER LABORATORY WORK (Con't)

5. SHIPPING

Carrier costs plus direct labor required to prepare crates as may be required plus material use, such as lumber, nails, containers, etc. - plus 15%. When no specific shipping instructions are received, Foster Wheeler will follow its standard practice regarding type of carrier, amount of insurance, etc.

6. Data obtained as a result of work in the Foster Wheeler laboratory, which permits evaluation of the process concerned, such as yield data and product analysis, will be made available to the PURCHASER provided PURCHASER agrees not to pass such information to a third party. However, unless previously agreed otherwise in writing, process operating conditions and pilot plant equipment design data which may be used as the design basis for commercial plants remains the property of Foster Wheeler and will not be divulged to the PURCHASER.

7. If, in the interest of expediting work or obtaining special analytic tests or operations, Foster Wheeler subcontracts a portion of the laboratory work, charges for such work will be billed at cost of subcontract to Foster Wheeler plus any shipping or material charges as outlined in paragraph 3 and 5 above, plus 15%.