

FILE NAME: Oil Industry and American Petroleum Institute (API)

DATE: 1947 Jan 30

DOC#: API021

DOCUMENT DESCRIPTION: Statement of Expenditures by the American Petroleum Industry for Fourth Quarter of 1946

*Copy from D.V.S. for information of members associated
of E. R. Fortlage, Jr. on Chromogenicity,*

UNIVERSITY OF CINCINNATI

CINCINNATI 19, OHIO

Expenditures

fu

January 30, 1947

KETTERING LABORATORY OF APPLIED PHYSIOLOGY
COLLEGE OF MEDICINE—EDEN AVENUE

CABLE ADDRESS: KETLAB, CINCINNA
TELEPHONE: UNIVERSITY 2665

Mr. D. Stroop,
The American Petroleum Institute,
50 West 50th Street,
New York City 20.

Dear Mr. Stroop:

I am sending you herewith in Dr. Kehoe's absence from the Laboratory, a statement of expenditures made on behalf of The American Petroleum Institute for the fourth quarter of 1946. Dr. Kehoe asked that this be forwarded without comment. However, if there is any question concerning it, please do not hesitate to direct it to Dr. Kehoe.

Very truly yours,

E. R. Fortlage
E. R. Fortlage, Secretary to
Dr. Kehoe

ef

Enc.

UNIVERSITY OF CINCINNATI
KETTERING LABORATORY OF APPLIED PHYSIOLOGY
ACCOUNT OF THE AMERICAN PETROLEUM INSTITUTE

FOR THE FOURTH QUARTER 1946

SALARIES (Based on Proportion of Time Actually
Spent on Project)

Francis Heyroth - Chemical and Toxicological Assistance	3.70
Karl Kitzmiller - Pathological Assistance	22.23
Wm. Deichmann - Toxicological Assistance	151.62
Harold Schlecht - Technical Assistance	47.11
Sylvan Witherup - Technical Assistance	83.46
	308.12

MISCELLANEOUS EXPENSE

Purchase of Animals	44.00
Proportion of Secretarial, Library, Janitors, Wash Boys, Draftsman, Shipping Clerks, Animal Caretakers etc	210.26
Proportion of Heat, Gas, Electricity, Steam, Telephone, Maintenance, Pensions, Annuities etc	305.41
TOTAL EXPENDITURES	867.79

RECEIPTS \$6000.00

EXPENDITURES - 2nd quarter	238.58
3rd quarter	710.55
4th quarter	867.79
	1816.92

Balance Remaining for Work in 1947 .	\$4183.08
	3458.52
	764.56

Copy from D. V. Stroop for Information of Members and Associates
of Subcommittee on Carcinogenicity.

2-4-47.

UNIVERSITY OF CINCINNATI

Cincinnati 19, Ohio

Kettering Laboratory of Applied Physiology
College of Medicine
Eden Avenue

January 30, 1947

Mr. D. V. Stroop
American Petroleum Institute
50 West 50th Street
New York 20, N.Y.

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Very truly yours,

/s/ E. R. Fortlage
E. R. Fortlage, Secretary to
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Enc.

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KETTERING LABORATORY OF APPLIED PHYSIOLOGY
ACCOUNT OF AMERICAN PETROLEUM INSTITUTE

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SUBCOMMITTEE ON CARCINOGENICITY

Progress Report

April 28, 1947.

Dr. M.N. Newquist
Chairman
Medical Advisory Committee
American Petroleum Institute

The Subcommittee on Carcinogenicity submits the following progress report:

- 1 - The experimental work on animals, which was begun last year at the Kettering Laboratory, is being continued. It is still too early to draw any definite conclusions but one of the eight samples furnished by us produced papillomata in four mice out of twenty after twenty-six weeks. Whether any of the remaining samples will give positive findings by the end of this year remains to be seen.
- 2 - A meeting of the Subcommittee was held in New York City on March 14th to review what has been accomplished and formulate plans for the future. It was agreed that an excellent start has been made but that much remains to be done if the industry is to protect its employees and the general public from any carcinogenic substances which may be present in certain petroleum derivatives.
- 3 - On March 26th, at the request of the Subcommittee, Mr. Stroop sent out the following questionnaire to all members of the Advisory Committee:

"Please report below the number of cases of cutaneous or superficial cancer occurring among your employees in the United States during 1946, in which the cancer was alleged to have been due to the occupation. If any such cases, kindly give pertinent details such as age, sex, nature of occupation, exposure, nature and location of lesion, diagnosis, tissue report, course of disease, autopsy report if any, and whether or not a Workmen's Compensation Award was granted."

Up to date he has received reports from eight companies covering 99,435 employees, none of whom developed cancer during 1946.

Recommendations:

- (a) The animal experiments now under way at the Kettering Laboratory should be continued, at least until the end of the current year.

Recommendations (Cont'd):

- (b) Extend the scope of investigation to a good many more samples so they can be treated on a statistical basis, rather than on a comparative basis, using a small number of samples in an endeavor to get the same type of charge stock. It would seem that the best attack would be to get out a form letter to a number of oil companies, inquiring whether they would be willing to participate in such a program and, if so, request them to set aside barrel samples of catalytic recycle stock, catalytic resids, thermal recycle and thermal resids and advise by what type of operation and under what conditions they have been produced. Then, after an analysis of responses to that questionnaire, the most pertinent samples would be selected for further study.
- (c) Means must be found to refute the false and misleading statements that are continually appearing in newspapers and magazines as to the prevalence of cancer among those who work in refineries and filling stations.

Respectfully submitted

Dr. McIver Woody, Chairman

April 28, 1947

Members:

Dr. M.N. Newquist	Dr. R.C. Page
Dr. McIver Woody	Mr. L.C. Beard, Jr.
Dr. A.E. Hoag	Mr. Roy Bonsib
Dr. J.P. Holt	Mr. H.R. Warrick
Dr. T.J. Kelly	Mr. H.P. Lankelma
Dr. W.E. Lewis	Mr. D.V. Stroop
Mr. H.H. Zuidema	

API MEDICAL ADVISORY COMMITTEE

Minutes of Meeting of Subcommittee on Carcinogenicity

August 26, 1947

A meeting of the Subcommittee on Carcinogenicity was held at 26 Broadway, New York City, on Tuesday, August 26th, 1947. Those present were:

Dr. A. E. Hoag	-	Socony-Vacuum Oil Company, Inc.
Dr. J. P. Holt	-	Standard Oil Company (New Jersey)
Dr. M. N. Newquist	-	The Texas Company
Dr. McIver Woody	-	Standard Oil Company of New Jersey
Dr. L. C. Beard, Jr.	-	Socony-Vacuum Oil Company, Inc.
Mr. R. S. Bonsib	-	Standard Oil Company (New Jersey)
Mr. H. G. M. Fischer	-	Standard Oil Development Company
Mr. H. R. Warrick	-	The Texas Company

The purpose of the meeting was to review a progress report from the Kettering Laboratory and formulate plans for the remainder of the current year.

Dr. Heyroth's letter of the 23rd was presented covering 72 mice that have died and were also examined histologically. Aside from one spontaneous mammary gland carcinoma which occurred in the control group, no tumors were found except in those mice which were painted with sample number W-3632. Of the original 20 mice in this group, 17 died and were examined. One animal (38 applications) showed pronounced acanthosis. Another animal (32 applications) showed hyperkeratosis with slight acanthosis. In four of the animals (29, 22, 28, 16 applications) skin sections were not remarkable. In one other animal, there was no gross evidence of any skin tumor and no skin sections were made. Up to the present (29 weeks), no tumors have appeared in animals painted with methyl cholanthrene. Dr. Heyroth has promised to submit a more detailed report at the conclusion of the experiments.

Actions taken:

- 1 - The fact that the mice tested with methyl cholanthrene have not shown cancer after 29 weeks, raises three questions:
 - (a) Is the methyl cholanthrene applied in sufficient concentration (.3% in benzene)?
 - (b) Is benzene the proper vehicle for our tests with methyl cholanthrene? It has been suggested that benzene may be a co-carcinogen and in view of its high volatility may evaporate so rapidly as to allow the methyl cholanthrene to remain on the skin in a dry, powdered or crystalline form which is easily lost. Why not use mineral oil as a vehicle, using a high boiling, highly refined, non-toxic white oil (such as Nujol) preferably applying the methyl cholanthrene in various concentrations? This would tie in with the physical and chemical analyses being conducted on oils that have shown toxic properties. A series of comparative tests should be instituted, employing both benzenes and the non-toxic white oil as vehicles containing various, but identical, concentrations of the methyl cholanthrene.

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- (c) Where was the methyl cholanthrene obtained and is it the "real stuff"?
- 2 - Mr. Fischer reported on the results of the special investigation of carcinogenic oils being carried on by the Standard Oil Development Company, which indicate:
- (a) Insofar as is known, the hydrocarbon type carcinogen consists of a condensed ring structure having at least 4 rings. This means that their boiling range is relatively high and very likely not lower than 700° F. Therefore, any carcinogen present in heavy, catalytic cycle oil can be assumed to have at least a structure consisting of at least 4 rings.
 - (b) Such being the case, domestic fuel oils are safe as far as carcinogenicity is concerned.
 - (c) However, heavy industrial fuels, heavy industrial distillate fuels, asphalts and like materials are potentially dangerous if they contain catalytically cracked fractions of the type described under (a) above.
 - (d) The danger threshold lies at or above 700° F. ASTM; anything boiling below that point should be safe.
- 3 - It was the consensus of those present that it would be advantageous for the companies who have conducted or who have plans for research work on this problem to submit their findings to the Subcommittee.
- 4 - It was the opinion of the Subcommittee that research work on this problem should be expanded and greatly accelerated.
- 5 - It was the opinion of those present that a full-time, properly qualified research worker should be assigned to this project.
- 6 - (a) It is desirable to assemble data regarding (1) nature, (2) frequency and (3) duration of exposure of employees and customers to intermediate or commercial products containing as a constituent heavy, catalytic distillates or residua which contain fractions boiling above 700° F. Also, to obtain the number of (1) employees and (2) customers so exposed. In order to obtain uniformity, Dr. Woody will outline the procedure for survey and approach the companies to conduct the above survey.
- (b) Employees who may be exposed to the substances mentioned above should be examined at least annually by the plant physician, observing the entire skin of the body particularly for evidence of warts, papillomata and other skin conditions.
 - (c) It seems desirable that the type and number of employees exposed to the above substances be restricted as much as possible and that suitable precautionary measures be taken to eliminate exposure.

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- (d) Dr. Woody will seek the advice of Mr. Stroop as to the companies that are to be invited to participate in this survey.
- 7 - Inasmuch as the Medical Advisory Committee has approved a Cancer Registry in principle, Dr. Woody will write to the members of the Medical Advisory Committee, asking them to obtain approval from their respective managements to submit the indicated data (in code if desired) concerning all cases of cancer occurring among their employees.
- 8 - The technical advisers of the Committee will be asked to meet and formulate their ideas as to the analysis of any samples, especially those found to be carcinogenic.
- 9 - At the first opportunity, Dr. Kehoe will be asked whether he can take on additional work and whether the contract with the Kettering Laboratory could be revised so that the Committee could employ a research worker and place him in the Kettering Laboratory on loan, with the understanding that he would devote his entire time to work outlined by the Committee. Then a conference would be called to outline the work to be done. Mr. Stroop will be asked whether funds will be available to employ the man as soon as he has been selected. Dr. Holt pointed out that at almost any university where industrial hygiene is taught, it should be possible to find one or two graduate students who would gladly devote their entire time to a research project such as we have in mind.

McIver Woody, M.D.
CHAIRMAN

McIW:EH

9-5-47

Not for Publication
Copy for DVS For information of Mem. Co. & Associates
API Medical Advisory Committee

Sept 15 1945

API MEDICAL ADVISORY COMMITTEE

Minutes of Meeting of Subcommittee on Carcinogenicity

September 9, 1947

A special meeting of the Subcommittee on Carcinogenicity, was held at 26 Broadway, New York City on Tuesday, September 9th, 1947. Those present were:

Dr. T.M. Frank	- Pan American Refining Corporation
Dr. A.F. Hoag	- Socony-Vacuum Oil Company
Dr. J.P. Holt	- Standard Oil Company (N.J.)
Dr. T.J. Kelly	- Shell Oil Company
Dr. M.E. Newquist	- The Texas Company
Dr. McIver Woody	- Standard Oil Company of New Jersey
Dr. L.C. Beard, Jr.	- Socony-Vacuum Oil Company
Mr. R.S. Bonsib	- Standard Oil Company (N.J.)
Mr. E.G.M. Fischer	- Standard Oil Development Company
Mr. D.V. Stroop	- American Petroleum Institute

Dr. Robert Clinton Page, Mr. H.P. Lankelma and Mr. H.R. Warrick had written that they would not be able to attend.

The minutes of the previous meeting were reviewed and amended as follows:

Paragraph 1, (b), third line, "a co-carcinogen and" should be "a co-carcinogen or".

Paragraph 2, (a), sixth line, "to have at least a structure" should read "to have a structure".

In discussing heading No. 1, Mr. Fischer stated his reasons for recommending animal tests to determine the effect of different concentrations of methyl-cholanthrene dissolved in benzol as against the effect of the same concentrations dissolved in white oil. He was inclined to think that at least five concentrations should be tested so that two curves could be drawn, one showing the effect of the concentrations in benzol and the other the effect of the same concentrations in white oil.

Headings No. 3, 4, 5 and 6 were discussed together and general agreement was reached that the following questions should be investigated:

- 1 - Effect of actinic rays on skin contaminated with the possible carcinogen.
- 2 - Effect of washing with soap and water, or some other solvent, after application of carcinogen.

- 3 - The value of protective creams.
- 4 - Effect of varying the site of application by painting a given animal at a different spot each time.
- 5 - Effect of applying carcinogen for a certain number of times (12 weeks?), then discontinuing applications and waiting to see whether a papilloma develops later on.
- 6 - The advisability of securing the services of a full-time research worker who could not only direct research on problems designated by the A.P.I., but also run tests for individual companies on samples submitted by them.
- 7 - It was agreed that it would be up to the individual companies to decide how much each company wants to do on its own, with the understanding that they will be kept informed as to the nature of the A.P.I. work.
- 8 - It was agreed that it would be desirable to keep discussion within the Subcommittee on an informal basis so that each member could express his opinions freely without committing the company he represents. These discussions would serve as a basis for the Subcommittee's formal report, which would be limited to recommendations based on facts, rather than on mere opinions.
- 9 - The next meeting of the Subcommittee was set for 9 A.M., November 12th, at the Hotel Stevens in Chicago.
- 10 - Toward the close of the meeting, agreement was reached among those present that it would be desirable to appoint Mr. H.G.M. Fischer as Chairman of the Technical Group of the Subcommittee, with the understanding that he would call the technical advisers of the committee together to draw up physical and chemical specifications that might distinguish fractions that are carcinogenic from those which are not. Then, to determine what refining processes produce such fractions and what samples should be obtained for further study and investigation.


McIver Woody, M.D.

CHAIRMAN

Not For Publication

Copies from D. V. Stroop for Information of Members and Associates

of

API Medical Advisory Committee

September 16, 1947

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Dr. T. J. Kelly	- Shell Oil Company, Inc.
Dr. M. N. Newquist	- The Texas Company
Dr. McIver Woody	- Standard Oil Company of N.J.

Dr. L. C. Beard, Jr.	- Socony-Vacuum Oil Co., Inc.
Mr. R. S. Bonsib	- Standard Oil Company (N.J.)
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Mr. D. V. Stroop	- American Petroleum Institute

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McIver Woody, M.D.
CHAIRMAN

UNIVERSITY OF CINCINNATI
CINCINNATI 19, OHIO

40

Y. J.

November 5, 1947

LETTERING LABORATORY OF APPLIED PHYSIOLOGY
COLLEGE OF MEDICINE—EDEN AVENUE

CABLE ADDRESS: KETLAB, CINCINNATI
TELEPHONE: UNIVERSITY 2665

Mr. David V. Stroop,
Director, Department of Safety,
American Petroleum Institute,
50 West 50th Street,
New York City 20.

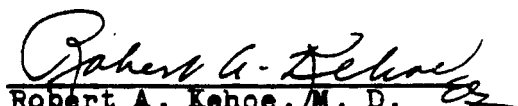
MAC
FILE

Dear Mr. Stroop:

Please accept my thanks for your letter of October 28 which completely clarifies matters from my viewpoint, in relation to the contribution of \$2500.00 on the part of the American Petroleum Institute, toward the development of information on fluorine and fluorine compounds (in accordance with our purposes as restated in your letter), for the period of twelve months immediately following your making of the contribution. I consider it entirely acceptable, that you should reconsider this matter as you desire, from year to year.

It so happens that I shall be at the meeting of the Medical Advisory Committee in the Hotel Stevens on November 12, at which time details related to this matter can be discussed. Meanwhile I am authorized by the industrial sponsors of the project to include your group among the sponsors. Therefore, this can be regarded as formal notification of the acceptance of your contribution under the conditions set forth in your letter.

Very truly yours,


Robert A. Kehoe, M. D.

RAK ef

Dictated but not read.

C.C.: Mr. S. C. Ogburn, Jr.
Dr. A. E. Hoag

October 28, 1947

Dr. Robert A. Kahoe
Kettering Laboratory
University of Cincinnati
Cincinnati, Ohio

Dear Doctor Kahoe:

This refers to your exchange of letters with Doctor A. E. Hoag and to the discussion at meeting of the Institute's Medical Advisory Committee held in Buffalo on April 26, 1947 pertaining to the investigation now being conducted by the Kettering Laboratory on the behavior of fluorine or fluorine compounds in the human organism, with the purpose of developing information to the end that:

- (a) Medical experts shall be able to state with greater definiteness whether or not an alleged ailment is due to fluorine or fluorine compounds; and
- (b) Through suitable physical and laboratory examinations and/or suitable determinations of environmental conditions, industrial hygienists shall find it possible to differentiate between safe and unsafe degrees of absorption of or exposure to fluorine or fluorine compounds.

The petroleum industry is interested in the purpose of this investigative project and the Medical Advisory Committee has recommended that the Institute should offer a financial contribution to expedite and facilitate the development of information as indicated. Your letter of September 25th states that the industrial sponsors of the project will welcome such participation by the American Petroleum Institute.

The basis of the Institute's donation necessarily would differ in character from that of the others in that we are unable to obligate any sum of money annually over a period of four years. Currently our contribution would include only the fixed sum of \$2,500 for expenditure during a 12-month period immediately following the donation. The question of further donations for succeeding years would have to be decided in each instance after consideration and recommendation by the Institute's Medical Advisory Committee.

If this basis of participation is accepted by the Kettering Laboratory and the industrial group of sponsors, we shall pay the \$2,500 to the University of Cincinnati upon formal notification of such acceptance.

Very truly yours,

DVS:d
cc: Medical Advisory Committee

API 04709

THE TEXAS COMPANY
135 EAST 42ND STREET
NEW YORK 17, N.Y.

M. N. NEWQUIST, M.D.
MEDICAL DIRECTOR

October 23, 1947

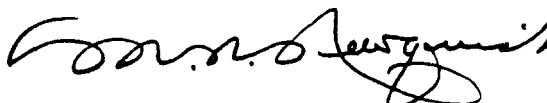
Mr. D. V. Stroop
American Petroleum Institute
50 West 50th Street
New York, New York

Dear Mr. Stroop:

Please refer to your letter of October 3, 1947, to
members of the Medical Advisory Committee.

I concur in your proposal to send to Dr. Kehoe on
October 27th, the letter which you have formulated pertaining
to the research program on fluorine and its compounds.

Very truly yours,


M. N. Newquist, M.D.

MMN/lps

AMERICAN PETROLEUM INSTITUTE

50 WEST 50TH STREET

NEW YORK 20, N. Y.

October 28, 1947

Dr. Robert A. Kehoe
Kettering Laboratory
University of Cincinnati
Cincinnati, Ohio

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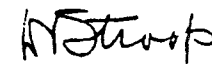
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Very truly yours,


D. V. Stroop

DVS:d
mc: Medical Advisory Committee.

API 04711

AMERICAN PETROLEUM INSTITUTE

50 WEST 50TH STREET

NEW YORK 20, N. Y.

October 3, 1947

To Members and Associates
Medical Advisory Committee

Gentlemen:

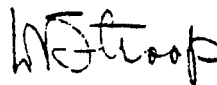
At meeting held in Buffalo on April 28 you voted that the American Petroleum Institute should contribute \$2,500 to the work on fluorides which was being sponsored by an industrial group at the Kettering Laboratory of Applied Physiology, College of Medicine, University of Cincinnati, under the direction of Doctor Kehoe. You authorized Doctor Hoag to make the necessary arrangements with Doctor Kehoe in the understanding that you would be informed on the detailed arrangements and be given an opportunity to comment on them before the contribution was made.

For your consideration, we enclose copies of letters from Doctor Kehoe dated September 25, 1947 and from Doctor Hoag dated May 8 and October 2, 1947.

Based upon the suggestions made in these letters, we have prepared a draft of letter to Doctor Kehoe which will be transmitted to him on October 27 unless objections or alternate proposals are received from you on or before that date.

A copy of the draft is enclosed. If you desire to comment on it, please do so as promptly as possible.

Very truly yours,



D. V. Stroop

DVS:d
Encs.

DRAFT OF LETTER

(To be transmitted on October 27 in the absence of objection by Members or Associates of API Medical Advisory Committee.)

Dr. Robert A. Kehoe
Kettering Laboratory
University of Cincinnati
Cincinnati, Ohio

Dear Doctor Kehoe:

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Very truly yours,

D. V. Stroop

DVS:d

API 04713

September 25, 1947

(C
O
P
Y)

Dr. A. E. Hoag
API Medical Advisory Committee
Socony-Vacuum Oil Company, Inc.
26 Broadway
New York City 4

Dear Dr. Hoag:

I have been somewhat embarrassed by the delays involved in obtaining full acceptance of the generous proposal of the API Medical Advisory Committee to take part in our project for the study of the behavior of fluorides in the animal organism. I have been particularly sorry that I could not reply promptly to your letter of September 10. As you may well appreciate the interruptions of summer vacations and of other activities of people in the several industrial organizations have made it difficult to get a decision arrived at and confirmed in writing. However, I am glad to be able to report to you that all of the industries represented in this project have welcomed the proposal of your Committee. There remains now only the question of the implementation. I am writing to Mr. Ogburn of Pennsylvania Salt Manufacturing Company, who has acted as the center of communication for the group of industries. I am making certain suggestions and asking certain questions, which have to do actually only with the means of allocating the expenditures during the specific period of time. I shall let you know just what the reaction of the group is on this score, but I think there need be no further delay in the formal entrance of your group into the project.

From my point of view the terms of the agreement entered into between ourselves and your group clarify the policies of the University and provide for the procedures of accounting, reporting, etc. There are certain additional details to be taken into account, but I see no reason for executing an additional agreement. Rather I should consider that an exchange of letters will take care of the situation adequately. Our agreements with the other organizations concerned in this project are made with each one individually, and there are certain slight differences in the wording here and there. However, the understanding is that we are to proceed on a program of experimentation, which is concerned primarily with the determination of the physiological behavior of fluorine compounds in the animal and human organism. Much of the work will be a continuation of our observations on human beings, and this work is being expanded as rapidly as we can. The problem we are attempting to solve primarily is the effect of prolonged exposure to and absorption of inorganic fluorine compounds. Insofar as our observations deal with industrial employees, such observations will be carried out separately from the general experimental project, since they will be made at the request of a particular industrial organization, and will be financed by that organization itself. Work done in the latter category will have certain confidential aspects related to the administrative and legal responsibilities of such a company with reference to its own employees.

Reports are to be made from time to time as the results of the experimental program may justify, and in any case an annual report of work done is to be made. At the end of the project a report that is complete in every respect is to be made available to the sponsors.

The account of all expenditures is to be made to each participant in the project, and the cost is to be allocated by us against each participant on the basis of the total sum involved and the agreed upon share of the individual participant in the project.

API 04714

I am sending you herewith, for the sake of simplicity a copy of one of the agreements for the consideration of your group. Meanwhile I should obtain the suggestions of the other group as to the means of allocating the cost. There is one point in this respect on which I am not clear. You will note that the duration of the project as agreed upon by the other sponsors is four years. I am not sure whether your group has made or intended to make a commitment for this period of time. It would simplify matters from the point of view of allocating costs if this were to be settled, if indeed it can be settled by your group at this time.

For my own part I take this means of welcoming the interest of your group in this problem and its participation in it. I feel quite sure that we shall find this further relationship to be pleasant, and I trust it will be mutually profitable.

Cordially yours,

/s/ Robert A. Kehoe
Robert A. Kehoe, M. D.

RAK ef

CC: Mr. D. V. Stroop
Mr. S. C. Ogburn, Jr.

Erc.

P.S. It may well be necessary, or at least advisable from time to time for some representative of your group to meet with the other sponsors of this work, when matters of general and mutual interest are up for discussion. Such meetings will be arranged for either through me or directly with Mr. S. C. Ogburn, Jr. of Pennsylvania Salt Manufacturing Company, 1000 Widener Building, Philadelphia 7. It will be advisable to have some person or persons designated to receive correspondence, reports and the like. Therefore, your instructions in this matter should be transmitted to me at your early convenience.

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(herein called "the donor"), and the UNIVERSITY OF CINCINNATI,
(hereinafter called "the University")

WHEREAS, _____ wishes the Kettering Laboratory of Applied Physiology (hereinafter called "the Laboratory") to investigate the behavior of fluorine or fluorine compounds in the human organism, with the purpose of developing information to the following ends;

(b) that through suitable physical and laboratory examinations, and/or suitable determinations of environmental conditions, industrial hygienists shall find it possible to differentiate between safe and unsafe degrees of absorption of or exposure to fluorine or fluorine compounds; and

In consideration of the mutual promises hereinafter specified, IT IS
 AGREED:

1. The Laboratory shall take full responsibility for and carry out such investigations within the limits of its available facilities and scientific interests over the period of four years beginning in January 1947.
2. The Donor shall pay to the University therefore the sum of
per year, over the four-year period,
payable annually or quarterly in advance.
3. The Laboratory shall render an accounting for all of its expenditures in connection with this work at the end of each calendar year, and at the end of the fourth year shall refund to the Donor any balance of funds that may remain of those advanced during the entire period. Funds in excess of those advanced during the four-year period, may not be expended, without the written consent of the Donor.
4. Any and all materials, chemicals and equipment purchased by the Laboratory out of funds advanced for the pursuance of this project and remaining after the termination of the project or of the four year period specified herein, shall remain the property of the Laboratory.
5. The name of the University or of the Laboratory, or of any member, officer or employee of the Laboratory or the University shall not be used in any advertising matter at any time during the prosecution of the work or thereafter.

6. Written reports of the findings of the Laboratory shall be made at intervals justified by the progress of the work, and, in any event, annually, and a final report complete in all respects is to be issued upon completion of the project or of the four-year period specified. From time to time, when mutually convenient, representatives of the Donor and of the Laboratory shall confer on the progress of the work.

7. The Donor may use interim reports of the Laboratory or photostatic copies thereof, as evidence of the facts established, and if the findings are published in scientific journals, the Donor shall be free to quote such findings subsequent to their publication.

8. The investigative work shall be planned and carried out by the University, and the University shall have the right to disseminate for the public good, any information obtained. However, before the issuance of public reports or scientific publications, the manuscripts thereof will be submitted to the Donor for criticism and suggestions. Confidential information obtained from the Donor shall not be published without permission of said Donor.

9. The Donor shall have the right, without further payment whatever, to make use of all information, methods, devices, knowledge and practical applications of knowledge developed in the course of the work on this project. No person connected with the Laboratory or the University shall be required to make an application for patent based on any invention, discovery or development resulting from any investigative work under this agreement. The purpose and policy of the Laboratory and of the University, with respect to inventions, discoveries or developments relating to medicine, therapeutics or hygiene, is to discourage the acquisition of patents by the staff of the Laboratory, except when the control provided by the patent rights appears to be necessary or desirable in relation to the public welfare; and in any case, the Laboratory and University seek and will accept no financial reward from such patent. On the other hand, the right of absolute ownership by a member of the staff of the Laboratory, of his own invention, discovery, writing, creation or development is recognized by the University as indefeasible, excepting as some specific agreement in writing has been executed between staff members and the University, provided, however, that the Donor shall have the right stated in the first clause of this paragraph to use all information, methods, devices and practical applications of knowledge developed in the course of the work on this project, without further payment. No such agreement obtains at present or is desired by the University. Should any patent be obtained in connection with the work of this project the University will seek by every proper means to affect a fair and mutually acceptable agreement between the member or members of the Laboratory staff involved, the University, and the Donor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers respectively, who are hereby certified to have been duly authorized to execute the same.

By _____

UNIVERSITY OF CINCINNATI
through its Board of Directors

By _____
Chairman

By _____
Clerk

(C
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May 8, 1947

API Medical Committee
Subcommittee on Fluorides

Dr. Robert A. Kehoe
Kettering Laboratory
University of Cincinnati
Cincinnati, Ohio

Dear Dr. Kehoe:

Following your presentation to the API Medical Committee at their meeting held in Buffalo on April 28, it was approved in principle for the API to contribute \$2,500 for the coming year to the Kettering Institute for studies on fluorides. It is intended that this money shall supplement the work already sponsored with the Kettering Laboratories by the Industrial Group (Pennsylvania Salt, Reynolds Metal, The Aluminum Company of America, du Pont and Universal Oil Products).

It is further understood that this grant carries with it access to such data as you have obtained for the Industrial Group which is of a fundamental nature and does not deal specifically with industrial problems of a confidential nature peculiar to some member of said group. It is also assumed that the API Subcommittee on Fluorides would receive sympathetic consideration by the Industrial Group of suggestions regarding the course of the work so long as said suggestions do not entail an entirely new method of attack.

The API Medical Advisory Committee, at the meeting of reference, authorized me to proceed with negotiations along the above line and to this end, I would appreciate it if you would approach the Industrial Group and obtain their reaction to this proposition. If their reaction is favorable, the next step would then be for you to prepare a memorandum of agreement between the Kettering Laboratory and the American Petroleum Institute along the same general lines as that in effect now for the work on carcinogenicity.

I would appreciate it if you would carry through the above and reply to me with a copy to Mr. D. V. Stroop, in order that Mr. Stroop may take the matter up with the officials of the API and determine that the procedure and form of agreement are in accord with their existing policies.

Again, permit me to thank you and Dr. Heyroth for explaining this matter to us at the meeting.

Very truly yours,

/s/ A. E. Hoag
A. E. Hoag, M.D.

cc: Mr. D. V. Stroop
Mr. W. R. Levis
Dr. F. F. Boys
Dr. Kieffer Davis
Dr. B. B. Reeve

Dr. M. N. Newquist
Mr. L. C. Beard, Jr.
Mr. Nelson J. Gothard
Mr. R. C. Cole
Mr. E. W. Adams

(C
O
P
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SOCONY-VACUUM OIL COMPANY, INC.

26 Broadway
New York 4, N. Y.

October 2, 1947

Mr. D. V. Stroop
American Petroleum Institute
50 West 50th Street
New York, N.Y.

API Medical Committee
Subcommittee on Fluorides

Dear Mr. Stroop:

Confirming the telephone conversation of Mr. L. C. Beard, Jr. with you on October 1, 1947, we attach a copy of our letter of May 8, 1947 to Dr. Robert A. Kehoe clearly outlining to him how far the API was prepared to go in the matter of contributions to the University of Cincinnati for research on Fluorides. You have already received a copy of Dr. Kehoe's letter of September 25, 1947 in this respect, but Dr. Kehoe failed to attach to your copy a copy of a proposed agreement which is the agreement the University of Cincinnati now have with the Industrial Group referred to in our letter of May 8, 1947. We hasten to send you herewith a copy of this form of agreement.

As we understand, API policy and such authorization as we have (subject to letter ballot approval) from the API Medical Committee, API can only commit themselves to year-by-year contributions and in this specific case to a sum not to exceed \$2,500 for that year following execution of the agreement.

In order to expedite this matter it might be in order if you can find the time to do so, to draw up an agreement along the lines suggested by the attachment to Dr. Kehoe's letter of September 25, 1947 and insert under Item 2, Page 1 the following: "The donor shall pay to the University, therefore, a sum not to exceed \$2,500 for that year immediately following execution of the agreement."

Item 3, Page 1 provides for a redistribution to the donor of any unexpended funds after four years. This work does not fit well into API procedure. However, since the contributions by the other members of the Industrial Group are larger each year than the \$2,500 we are offering, it seems to us that it would be in order to stipulate a return of unexpended funds to the API at the end of a year only in the event that the amount contributed by any other donor to the project and expended was less than \$2,500. In other words, API by their modest contribution is getting the benefit of greater sums spent by other members of the Industrial Group and in our opinions should not be entitled to a pro rata share of unexpended funds unless other members of the Group actually spent less than \$2,500.

You could then send this prepared agreement with a short covering letter to the members of the API (subject to letter ballot approval) or alternatively send it to Dr. Kehoe for his acceptance and then submit it to the members of the API Committee, whichever procedure in your opinion seems preferable.

We stand ready to assist you in any manner we can in this correspondence, but when it comes to matters of contracts, there is a little doubt in our mind as to how far our prerogatives in that respect extend. Please let us have your early advice in this matter, as we would like to get this whole thing cleared up prior to the API Medical Meeting in November.

Very truly yours,

/s/ A. E. Hoag
A. E. Hoag, M.D., F.A.C.S.
Chairman

AEH:DMM
Enc.

API 04719

September 25, 1947

Dr. A. E. Hoag,
A.P.I. Medical Advisory Committee,
Socony-Vacuum Oil Company,
26 Broadway,
New York City 4.

Dear Dr. Hoag:

I have been somewhat embarrassed by the delays involved in obtaining full acceptance of the generous proposal of the A.P.I. Medical Advisory Committee to take part in our project for the study of the behavior of fluorides in the animal organism. I have been particularly sorry that I could not reply promptly to your letter of September 10. As you may well appreciate the interruptions of summer vacations and of other activities of people in the several industrial organizations have made it difficult to get a decision arrived at and confirmed in writing. However, I am glad to be able to report to you that all of the industries represented in this project have welcomed the proposal of your Committee. There remains now only the question of the implementation. I am writing to Mr. Ogburn of Pennsylvania Salt Manufacturing Company, who has acted as the center of communication for the group of industries. I am making certain suggestions and asking certain questions, which have to do actually only with the means of allocating the expenditures during the specific period of time. I shall let you know just what the reaction of the group is on this score, but I think there need be no further delay in the formal entrance of your group into the project.

From my point of view the terms of the agreement entered into between ourselves and your group clarify the policies of the University and provide for the procedures of accounting, reporting, etc. There are certain additional details to be taken into account, but I see no reason for executing an additional agreement. Rather I should consider that an exchange of letters will take care of the situation adequately. Our agreements with the other organizations concerned in this project are made with each one individually, and there are certain slight differences in the wording here and there. However, the understanding is that we are to proceed on a program of experimentation which is concerned primarily with the determination of the physiological behavior of fluorine compounds in the animal and human organism. Much of the work will be a continuation of our observations on human beings, and this work is being expanded as rapidly as we can. The problem we are attempting to solve primarily is the effect of prolonged exposure to ^{and} absorption of inorganic fluorine compounds. Insofar as our observations deal with industrial employees, such observations will be carried out separately from the general experimental project, since they will be made at the request of a particular

Dr. A. E. Hoag - (2) - September 25, 1947

industrial organization, and will be financed by that organization itself. Work done in the latter category will have certain confidential aspects related to the administrative and legal responsibilities of such a company with reference to its own employees.

Reports are to be made from time to time as the results of the experimental program may justify, and in any case an annual report of work done is to be made. At the end of the project a report that is complete in every respect is to be made available to the sponsors.

The account of all expenditures is to be made to each participant in the project, and the cost is to be allocated by us against each participant on the basis of the total sum involved and the agreed upon share of the individual participant in the project.

I am sending you herewith, for the sake of simplicity a copy of one of the agreements for the consideration of your group. Meanwhile I should obtain the suggestions of the other group as to the means of allocating the cost. There is one point in this respect on which I am not clear. You will note that the duration of the project as agreed upon by the other sponsors is four years. I am not sure whether your group has made or intended to make a commitment for this period of time. It would simplify matters from the point of view of allocating costs if this were to be settled, if indeed it can be settled by your group at this time.

For my own part I take this means of welcoming the interest of your group in this problem and its participation in it. I feel quite sure that we shall find this further relationship to be pleasant, and I trust it will be mutually profitable.

Cordially yours,


Robert A. Kehoe, M. D.

RAK ef

C.C.: Mr. D. V. Stroop
Mr. S. C. Ogburn, Jr.

Enc.

P. S. It may well be necessary, or at least advisable from time to time for some representative of your group to meet with the other sponsors of this work, when matters of general and mutual interest are up for discussion. Such meetings will be arranged for either through me or directly with Mr. S. C. Ogburn, Jr. of Pennsylvania Salt Manufacturing Company, 1000 Widener Building, Philadelphia 7. It will be advisable to have some person or persons designated to receive correspondence, reports and the like. Therefore, your instructions in this matter should be transmitted to me at your early convenience.

COPY

THIS AGREEMENT

Made this day of 1947 between
 (herein called "the donor"), and the UNIVERSITY OF CINCINNATI,
 (hereinafter called "the University")

W I T N E S S E T H

WHEREAS, _____ wishes the Kettering Laboratory of Applied Physiology (hereinafter called "the Laboratory") to investigate the behavior of fluorine or fluorine compounds in the human organism, with the purpose of developing information to the following ends;

(a) that medical experts shall be able to state with greater definitiveness whether or not an alleged ailment is due to fluorine or fluorine compounds; and

(b) that through suitable physical and laboratory examinations, and/or suitable determinations of environmental conditions, industrial hygienists shall find it possible to differentiate between safe and unsafe degrees of absorption of or exposure to fluorine or fluorine compounds; and

WHEREAS, the University approves of such investigative work by said Laboratory.

In consideration of the mutual promises hereinafter specified,
IT IS AGREED:

1. The Laboratory shall take full responsibility for and carry out such investigations within the limits of its available facilities and scientific interests over the period of four years beginning in January 1947.

2. The Donor shall pay to the University therefore the sum of
per year, over the four-year period,

COPY

payable annually or quarterly in advance.

3. The Laboratory shall render an accounting for all of its expenditures in connection with this work at the end of each calendar year, and at the end of the fourth year shall refund to the Donor any balance of funds that may remain of those advanced during the entire period. Funds in excess of those advanced during the four-year period, may not be expended, without the written consent of the Donor.

4. Any and all materials, chemicals and equipment purchased by the Laboratory out of funds advanced for the pursuance of this project and remaining after the termination of the project or of the four year period specified herein, shall remain the property of the Laboratory.

5. The name of the University or of the Laboratory, or of any member, officer or employee of the Laboratory or the University shall not be used in any advertising matter at any time during the prosecution of the work or thereafter.

6. Written reports of the findings of the Laboratory shall be made at intervals justified by the progress of the work, and, in any event, annually, and a final report complete in all respects is to be issued upon completion of the project or of the four-year period specified. From time to time, when mutually convenient, representatives of the Donor and of the Laboratory shall confer on the progress of the work.

7. The Donor may use interim reports of the Laboratory or photostatic copies thereof, as evidence of the facts established, and if the findings are published in scientific journals, the Donor shall be free to quote such findings subsequent to their publication.

COPY

8. The investigative work shall be planned and carried out by the University, and the University shall have the right to disseminate for the public good, any information obtained. However, before the issuance of public reports or scientific publications, the manuscripts thereof will be submitted to the Donor for criticism and suggestions. Confidential information obtained from the Donor shall not be published without permission of said Donor.

9. The Donor shall have the right, without further payment whatever, to make use of all information, methods, devices, knowledge and practical applications of knowledge developed in the course of the work on this project. No person connected with the Laboratory or the University shall be required to make an application for patent based on any invention, discovery or development resulting from any investigative work under this agreement. The purpose and policy of the Laboratory and of the University, with respect to inventions, discoveries or developments relating to medicine, therapeutics or hygiene, is to discourage the acquisition of patents by the staff of the Laboratory, except when the control provided by the patent rights appears to be necessary or desirable in relation to the public welfare; and in any case, the Laboratory and University seek and will accept no financial reward from such patent. On the other hand, the right of absolute ownership by a member of the staff of the Laboratory, of his own invention, discovery, writing, creation or development is recognized by the University as indefeasible, excepting as some specific agreement in writing has been executed between staff members and the University, provided, however, that the Donor shall have the right stated in the first clause of this paragraph to use all information, methods, devices and practical applications of

COPY

knowledge developed in the course of the work on this project, without further payment. No such agreement obtains at present or is desired by the University. Should any patent be obtained in connection with the work of this project the University will seek by every proper means to affect a fair and mutually acceptable agreement between the member or members of the Laboratory staff involved, the University, and the Donor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers respectively, who are hereby certified to have been duly authorized to execute the same.

By _____

UNIVERSITY OF CINCINNATI
through its Board of Directors

By _____

Chairman

By _____

Clerk

SOCONY-VACUUM OIL COMPANY

INCORPORATED

26 BROADWAY

NEW YORK 4, N.Y.

Mr. D. V. Stroop
American Petroleum Institute
50 West 50 Street
New York, N. Y.

October 2, 1947

A.P.I. Medical Committee
Subcommittee on Fluorides

Dear Mr. Stroop:

Confirming the telephone conversation of Mr. L. C. Beard, Jr. with you on October 1, 1947, we attach a copy of our letter of May 8, 1947 to Dr. Robert A. Kehoe clearly outlining to him how far the A.P.I. was prepared to go in the matter of contributions to the University of Cincinnati for research on Fluorides. You have already received a copy of Dr. Kehoe's letter of September 25, 1947 in this respect, but Dr. Kehoe failed to attach to your copy a copy of a proposed agreement which is the agreement the University of Cincinnati now have with the Industrial Group referred to in our letter of May 8, 1947. We hasten to send you herewith a copy of this form of agreement.

As we understand, A.P.I. policy and such authorization as we have (subject to letter ballot approval) from the A.P.I. Medical Committee, A.P.I. can only commit themselves to year-by-year contributions and in this specific case to a sum not to exceed \$2,500 for that year following execution of the agreement.

In order to expedite this matter it might be in order if you can find the time to do so, to draw up an agreement along the lines suggested by the attachment to Dr. Kehoe's letter of September 25, 1947 and insert under Item 2, Page 1 the following: "The donor shall pay to the University, therefore, a sum not to exceed \$2,500 for that year immediately following execution of the agreement."

Item 3, Page 2 provides for a redistribution to the donor of any unexpended funds after four years. This work does not fit well into A.P.I. procedure. However, since the contributions by the other members of the Industrial Group are larger each year than the \$2,500 we are offering, it seems to us that it would be in order to stipulate a return of unexpended funds to the A.P.I. at the end of a year only in the event that the amount contributed by any other donor to the project and expended was less than \$2,500. In other words, A.P.I. by their modest contribution is getting the benefit of greater sums spent by other

October 2, 1947

members of the Industrial Group and in our opinions should not be entitled to a pro rata share of unexpended funds unless other members of the Group actually spent less than \$2,500.

You could then send this prepared agreement with a short covering letter to the members of the A.P.I. (subject to letter ballot approval) or alternatively send it to Dr. Kehoe for his acceptance and then submit it to the members of the A.P.I. committee, whichever procedure in your opinion seems preferable.

We stand ready to assist you in any manner we can in this correspondence, but when it comes to matters of contracts, there is a little doubt in our mind as to how far our prerogatives in that respect extend. Please let us have your early advice in this matter, as we would like to get this whole thing cleared up prior to the A.P.I. Medical Meeting in November.

Very truly yours,

A. E. Hoag

A. E. Hoag, M.D., F.A.C.S.
Chairman

AEH:DMH

Enclosures: 2

cc: Mr. L. C. Beard, Jr.

COPY

COPY

May 8, 1947

Dr. Robert A. Kehoe
Kettering Laboratory
University of Cincinnati
Cincinnati, Ohio

A.P.I. Medical Committee
Subcommittee on Fluorides

Dear Dr. Kehoe:

Following your presentation to the A.P.I. Medical Committee at their meeting held in Buffalo on April 28, it was approved in principle for the A.P.I. to contribute \$2,500 for the coming year to the Kettering Institute for studies on fluorides. It is intended that this money shall supplement the work already sponsored with the Kettering Laboratories by the Industrial Group (Pennsylvania Salt, Reynolds Metal, The Aluminum Company of America, du Pont and Universal Oil Products).

It is further understood that this grant carries with it access to such data as you have obtained for the Industrial Group which is of a fundamental nature and does not deal specifically with industrial problems of a confidential nature peculiar to some member of said group. It is also assumed that the A.P.I. Subcommittee on Fluorides would receive sympathetic consideration by the Industrial Group of suggestions regarding the course of the work so long as said suggestions do not entail an entirely new method of attack.

The A.P.I. Medical Advisory Committee, at the meeting of reference, authorized me to proceed with negotiations along the above line and to this end, I would appreciate it if you would approach the Industrial Group and obtain their reaction to this proposition. If their reaction is favorable, the next step would then be for you to prepare a memorandum of agreement between the Kettering Laboratory and the American Petroleum Institute along the same general lines as that in effect now for the work on carcinogenicity.

I would appreciate it if you would carry through the above and reply to me with a copy to Mr. D. V. Stroop, in order that Mr. Stroop may take the matter up with the officials of the A.P.I. and determine that the procedure and form of agreement are in accord with their existing policies.

Again, permit me to thank you and Dr. Heyroth for explaining this matter to us at the meeting.

Very truly yours,


A. E. Hoag, M.D.

cc: Mr. D. V. Stroop
Dr. W. R. Lewis
Dr. F. F. Boys
Dr. Kieffer Davis
Dr. B. B. Reeve

Dr. M. N. Newquist
Mr. L. C. Beard, Jr.
Mr. Nelson J. Gothard
Mr. R. C. Cole
Mr. E. W. Adams

UNIVERSITY OF CINCINNATI
CINCINNATI 19, OHIO

FILE

November 22, 1947

KETTERING LABORATORY OF APPLIED PHYSIOLOGY
COLLEGE OF MEDICINE—EDEN AVENUE

CABLE ADDRESS: KETLAB, CINCINNATI
TELEPHONE: UNIVERSITY 2665

Mr. D. V. Stroop,
The American Petroleum Company,
50 West 50th Street,
New York City 20.

Dear Mr. Stroop:

I send you herewith for your information, an account of the expenditures made during the third quarter of 1947 in connection with the investigation of carcinogenicity. This, I believe, is self explanatory.

Cordially yours,

Robert A. Kehoe
Robert A. Kehoe, M. D.

RAK ef

Enc.

UNIVERSITY OF CINCINNATI
KETTERING LABORATORY OF APPLIED PHYSIOLOGY
ACCOUNT OF THE AMERICAN PETROLEUM INSTITUTE

For the Third Quarter of 1947

SALARIES (Based on Proportion of Time Actually
Spent on Project)

Francis Heyroth - Chemical and Toxicological Asst.	12.02
Karl Kitzmiller - Pathological Assistance	256.44
Ruby Hirose - " "	4.97
Louis de Lugo - " "	.96
Wm. Deichmann - Chemical Assistance	46.29
Harold Schlecht - Technical Assistance	62.69
Sylvan Witherup - " "	78.00
Marjorie Christian - " "	30.67
	492.04

MISCELLANEOUS EXPENSE

Laboratory Supplies	4.45
Proportion of Secretarial, Library, Janitors, Wash Boys, Draftsman, Shipping Clerks, Animal Care- takers, Histopathological Preparation etc . .	207.63
Proportion of Heat, Gas, Electricity, Steam, Gas, Telephone, Maintenance, Pensions, Annuities etc.	101.80
	805.92

Balance Remaining for Work in 1947 at End of Second Quarter 1947	\$2347.58
Expenditures 3rd Quarter 1947	805.92
Balance Remaining for Work in 1947	\$1541.66

AMERICAN PETROLEUM INSTITUTE

50 WEST 50TH STREET

NEW YORK 20, N. Y.

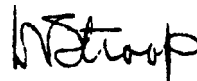
November 28, 1947

Dr. Robert A. Kehoe
University of Cincinnati
Kettering Laboratory of Applied Physiology
College of Medicine
Eden Avenue
Cincinnati 19, Ohio

Dear Doctor Kehoe:

In accordance with the understanding reached
by our letters of October 28 and November 5 to and from
you, we are enclosing check in the amount of \$2,500 payable
to the University of Cincinnati as contribution towards the
development of information on fluorine and fluorine compounds.

Very truly yours,



D. V. Stroop

DVS:d

Enc.

cc: Dr. A. E. Hoag and Members
Medical Advisory Committee
W. R. Boyd, Jr.
S. C. Ogburn, Jr.
Lacey Walker

UNIVERSITY OF CINCINNATI
CINCINNATI 19, OHIO

December 1, 1947

ENTERING LABORATORY OF APPLIED PHYSIOLOGY
COLLEGE OF MEDICINE—EDEN AVENUE

Noted
EXC (10/11/47)
DV
CABLE ADDRESS: KETLAB, CINCINNATI
TELEPHONE: UNIVERSITY 2865

Mr. D. V. Stroop,
American Petroleum Institute,
50 West 50th Street,
New York City 20.

Dear Mr. Stroop:

I herewith acknowledge with thanks receipt of American Petroleum Institute's check in the amount of \$2500.00, covering their portion of work to be done on behalf of the Fluorine Project for 1948.

Very truly yours,

ER Fortlage

E. R. Fortlage, Secretary to
Dr. Kehoe

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