DRAFT: February 22, 1977

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AGREEMENT BETWEEN

THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

AND WINDSOR MINERALS, INC.

I. INTRODUCTION

A. This agreement is entered into by the University of Vermont and State Agricultural College, hereinafter referred to as UVM, and Windsor Minerals, Inc., hereinafter referred to as Windsor Minerals. References also made below to the union representing the workers at Windsor Minerals; this will be understood to mean the President of Local No. of the United Cement, Lime and Gypsum Workers Union, which represents the Windsor workers.

II. PURPOSE

A. This agreement is set forth to establish procedures for UVM and Windsor Minerals participation under the research project "Longitudinal Study of the Respiratory Health of Talc Workers", hereinafter referred to as research project. This research project is an affiliated activity of the Department of Epidemiology and Environmental Health (of the Vermont Lung Center) of the UVM College of Medicine.

B. It is contemplated that the project shall extend over a five-year term. The full project term shall be separated into periods however of one year for purposes of this agreement. The time period for the first year of the project shall begin

April 1, 1977 and terminate March 31, 1978. Extension of this agreement and of the project beyond the first year shall be contingent upon execution of agreements to continue cooperation for each subsequent year of the project.

C. Upon completion and natural termination of the entire project, UVM will present to Windsor Minerals a terminal report. This report shall be due approximately six months after the final scheduled survey, which survey is presently planned for the winter of 1982. Should the project terminate prior to completion, i.e., at the end of any annual term or otherwise, the terminal report will be presented within approximately six months of such termination.

interim data report ?

III. RESPONSIBILITY AND COORDINATION

The Principal Investigator for the research project is Dr. Lawrence Whitehead, Department of Epidemiology and Environmental Health (and the Vermont Lung Center) at the University of Vermont. Dr. Julian A. Waller, Chairman of Epidemiology and Environmental Health, (Dr. John E. Craighead, Director of the Vermont Lung Center,) will be responsible for the overall conduct and fiscal management of the project, etc. Mr. Roger Miller, President of Windsor Minerals, will serve as senior official at that institution. Mr. Miller will be assisted by Mr. Vernon Zeitz, who will serve as the Coordinator at Windsor Minerals and will monitor day-to-day activities at that site. Recruitment and selection of staff for the project will be

the responsibility of UVM. If Dr. Waller (Craighead), Whitehead, Mr. Miller or Mr. Zeitz become unavailable for any reason, a successor(s) may be selected by UVM or Windsor Minerals as appropriate subject to the approval of Windsor Minerals or UVM. If such approval is not forthcoming, either party may terminate this contract at its option upon sixty days notification.

IV. CONDITIONS

A. Windsor Minerals agrees to provide UVM with project funds for this first annual project period but not to exceed the amount of $ including indirect costs. It is understood that the funds are to be expended in accordance with the attached detailed budget, which becomes a part of this agreement. Budget changes from category to category shall be at the discretion of UVM. Detailed budgets for subsequent project periods shall be negotiated between UVM and Windsor Minerals ninety days prior to the close of this and each subsequent period. Should budgets satisfactory to both parties not be negotiated for any reason, either party may terminate this contract at its option upon sixty days notification.

B. All accounting records shall be maintained by UVM in accordance with its normal procedures and shall be subject to inspection by appropriate Windsor Minerals officials, union officials, and by the audit division of the Department of Health, Education and Welfare.

C. UVM shall provide Windsor Minerals with an annual financial report within ninety days of the end of each project period.

D. The following assurances are required:

1. UVM shall file the necessary review and approval should human subjects be involved in the research project. Procedures must be established to insure continued compliance with the protection of human subjects requirements. A copy of the certification given by the UVM Committee for Human Experimentation shall then be attached herewith to this agreement and shall become a part of the agreement.

2. Windsor Minerals guarantees complete access to all facilities and properties, and to all employee and company records that are relevant to this study, including health, workmen's compensation, length and location of employment, and environmental sampling and product analysis data. Such access will be extended to all UVM researchers and subcontractors who are approved by the principal investigators. Such access will extend for the length of the study, and may not be terminated without agreement by the principal investigator. Windsor Minerals will train UVM researchers in all safety procedures required for mine entrance.

3. UVM reserves the right to subcontract portions of the project to any organization judged by UVM to be competent to carry out the work involved. Windsor Minerals will be notified of selection of subcontractors, and the extent of work involved. Examples of such subcontracting includes biometry consultation and services obtained through the UVM Biometry Facility.

4. All data collected by this project will be subject to the control of UVM, and exclusive publishing and presentation rights reside with UVM. Partial results may be published or presented at scientific meetings, conferences, or seminars at any time during or after the project. Copies of manuscripts accepted for publication or presentation will be furnished Windsor Minerals and the union.

5. Copies of environmental quality data, product analysis data and summary medical and physiologic statistics, but not individual worker medical and physiologic data, will be furnished Windsor Minerals and the union at regular intervals. Individual medical and physiologic data will only be released to the worker and/or his or her designated personal physician.

6. Windsor Minerals and the union will be furnished a summary report at project termination, including all data (as limited by paragraph 5, above), descriptive and inferential statistics necessary to describe the work accomplished, and conclusions of the investigators.

7. UVM will not release data for nor testify in any legal actions or administrative reviews that may result from the project, or to which the project may bear relevance, unless invited to do so as a neutral outside party by the court or similar body. UVM will not serve as an advocate for Windsor Minerals, the union, or enforcement agencies or any other party. Windsor Minerals hereby agrees not to take legal action towards UVM for purposes of limiting publication or presentation of conclusions in data, or for other purposes.

8. In-progress reviews of protocol completion, content, reliability, and validity will be held in conjunction with Windsor Minerals and union. UVM reserves the right to modify protocols as long as no expense in addition to the negotiated budget at the time is incurred. UVM reserves the right to seek, obtain, and expend funds from other sources than the original project funding for protocol items, initial or added

at a later point, that do not appreciably increase disruption or inconvenience to Windsor Minerals beyond that initially agreed upon.

9. Ownership of any equipment purchased through project funds shall be by the University of Vermont.

10. Should any patent or invention arise out of the joint efforts of UVM and Windsor Minerals, such patent or invention will be shared equally by UVM and Windsor Minerals. The rights of individual employees of either institution to part of their institution's interest shall be governed by the policies of their respective institutions.

Date

Roger N. Miller, President
Windsor Minerals, Inc.

Date

Julian A. Waller, M.D., Chairman
Dept. of Epidemiology & Environmental Health (John E. Craighead, M.D., Director, Vermont Lung Center)

Date

by Duly Authorized Officer
University of Vermont and State Agricultural College