

JUN 21 1973

Tabershaw Cooper Associates, Inc.

2180 MILVIA STREET, BERKELEY, CALIFORNIA 94701
MAILING ADDRESS: P.O. BOX 772

Irving R. Tabershaw, M. D., President
W. Clark Cooper, M. D., Secretary-Treasurer

Telephone
(415) 845-3355

June 19, 1973

Mr. George E. Best
Vice President, Technical Director
Manufacturing Chemists Association
1825 Connecticut Avenue, N. W.
Washington, D. C. 20009

CONFIDENTIAL
Subject to Protective Order in
Ross v. Conoco, Inc., No. 90-4837
14th Judicial District Court
Calcasieu Parish, Louisiana

Dear Mr. Best:

Attached is the executed original of the Agreement between MCA and Tabershaw-Cooper Associates which you forwarded on June 13. We are happy to be associated with MCA in this undertaking and assure you that the study will receive our most careful attention. We recognize the importance of confidentiality during the course of this study and will diligently safeguard the interests of your members and their employees.

In accordance with the contract we will submit our first invoice to you after the end of June and at the end of the next succeeding six months. Our first progress report will be submitted in early August.

If you have any questions about this procedure or desire any additional information, please do not hesitate to contact me.

Sincerely yours,



W. Clark Cooper, M.D.

WCC:mpe
Enclosures

CMA 007099

June 13, 1973

W. Clark Cooper, M.D.
Secretary-Treasurer
Tabershaw-Cooper Associates, Inc.
P. O. Box 772
Berkeley, California 94701

Subject: Epidemiological Survey of
Vinyl Chloride Workers

Dear Dr. Cooper:

Phone conversations with you and Dr. Tabershaw were most helpful in resolving the question raised in your letter of June 4. We are in full agreement with the objective of maximizing the credibility of the information you develop under this project, and appreciate your urging a modification of the agreement draft toward this end.

Herewith, then, is the Agreement in the form you indicated would be satisfactory to you, executed on MCA's behalf. Please have the original signed and returned to us, retaining the copy for your records.

Sincerely,

6213

George E. Best
Vice President
Technical Director

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Calcasieu Parish, Louisiana



Enclosure

bcc: ✓ Dr. K. D. Johnson
Miss E. V. Tabor - interim copy pending
receipt of executed
Agreement

TDB File
Contract File

GEB:tp

CMA 007100

AGREEMENT
between
Manufacturing Chemists' Association, Inc. (MCA)
and
Tabershaw-Cooper Associates, Inc. (TCA)
Berkeley, California

Under this Agreement, TCA will conduct an epidemiological study of workers exposed to vinyl chloride in plants operated by companies designated by MCA, in accordance with TCA's "A Proposal for a Health Study of Vinyl Chloride Workers," dated March 6, 1973. The objectives of this study are:

- (1) To compare the mortality of individuals who have worked in vinyl chloride plants with that of the general population corrected for area, age, and sex;
- (2) To compare mortality patterns within the population of vinyl chloride workers, based upon estimated occupational exposure; and
- (3) To compare mortality among vinyl chloride workers with the mortality of other occupational groups which TCA, Inc., has studied.

TCA will survey designated companies, through contacts named by MCA, to determine:

- (1) Willingness to include plant populations in the study;
- (2) Location of the plants to be included; and
- (3) Current work population of workers exposed to vinyl chloride.

From personnel records, TCA will record the work experience of such workers by Recordak or other suitable methods as determined by TCA. No direct examination of or communication with the workers will be involved, unless requested by company or plant management.

CMA 007101

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Calcasieu Parish, Louisiana

TCA will employ the staff, control the personnel, provide the facilities, and have exclusive control over the expenditure of funds provided by MCA under this Agreement. TCA is and will be acting as an independent contractor in this connection, and shall be solely liable and responsible for the payment of any and all legal claims for damages, made by its employees or agents or by any other person or persons, on account of any property damage or personal injury sustained or suffered by, or the death of, any person or persons arising or growing out of or in connection with the performance of this Agreement or any act or omission in connection therewith.

As a matter of policy, MCA is committed to full public disclosure of scientific information developed through this project; TCA will not publish nor otherwise release such information without prior MCA knowledge and review. This stipulation is not to be interpreted as permitting unreasonable delay, nor to inhibit privileged scientific exchange and consultation with personnel of the sponsoring companies in the project's interest.

Scientific conclusions and professional judgments arising out of this project shall be the responsibility of TCA, and shall not otherwise be subject to approval.

For the purpose of keeping informed, personnel designated by MCA will have access to TCA personnel and facilities engaged on the project.

TCA will furnish brief progress reports (30 copies) to MCA at appropriate stages, but at least every other month.

In any case, if a company is to be identified with any portion of a report or release of any kind, prior written approval from the company communicated through MCA will be required.

For the services performed by TCA under this Agreement, MCA will provide funds not to exceed \$71,345, payable upon receipt of monthly invoices as follows:

CMA 007102

- (a) For the basic fee of \$55,195 --
Eight monthly payments of \$6,025 each, and a
final payment of \$6,995 upon receipt of TCA's

final report; and

- (b) For reimbursement of incurred travel expenses and direct costs (records collection film processing; death certificate fees, data processing; printing, forms and supplies), no overhead, G&A, or profit to be applied.

The nominal term of this Agreement is eight months beginning June 15, 1973. In consideration of advance preparation to expedite getting the project under way, applicable TCA charges from May 29, 1973, forward will be accepted.

It is mutually intended that this Agreement shall remain in effect until completion of the project. If unforeseen circumstances should make sooner termination desirable, it may be terminated by either party thereto on 30 days' notice in writing. In such event, MCA's further compensation to TCA will be limited to reasonable and necessary expenses incurred in terminating the project in an appropriate manner, taking into account the foregoing payment schedule, and TCA will surrender to MCA all data collected and results of work performed under this Agreement.

Accepted for:

Tabershaw-Cooper
Associates, Inc.

Signed



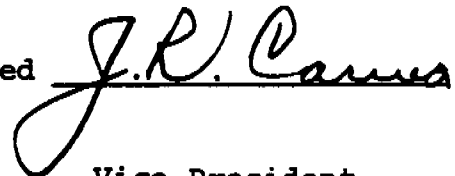
Title Secretary-Treasurer
W. Clark Cooper, M.D.

Date June 18, 1973

Accepted for:

Manufacturing Chemists'
Association, Inc.

Signed



Title Vice President,
Secretary Treasurer

Date June 13, 1973

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Subject to Protective Order in
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Calcasieu Parish, Louisiana

CMA 007103

May 30, 1973

AIRMAIL

W. Clark Cooper, M.D.
Secretary-Treasurer
Tabershaw-Cooper Associates, Inc.
P. O. Box 772
Berkeley, California 94701

Subject: Epidemiological Survey of
Vinyl Chloride Workers

Dear Dr. Cooper:

Confirming yesterday's phone conversation with Dr. William Gaffey, it is our definite expectation to enter into an agreement with you for an epidemiological survey of vinyl chloride workers, pursuant to your proposal dated March 6, 1973. As you are well aware, we are administering a program on the toxicology of vinyl chloride being sponsored by a number of interested chemical manufacturers.

Our approval procedure is such that contracting with you must await the formal action of our Board of Directors next week. Herewith is an agreement draft which, if satisfactory to you, MCA would plan to sign and forward to you in the week of June 11. Much of the draft incorporates particulars from your letter of April 20, 1973.

In this arrangement in prospect, Dr. Gaffey indicates that he will initiate activity immediately. You will note that the draft provides for acceptability of charges from May 29, 1973, forward.

With appreciation for your interest and continuing attention,

Sincerely,

WCC

Enclosure

cc: Dr. W. R. Gaffey)
✓ Dr. K. D. Johnson) w/encl.

GEB:tp

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CMA 007104