



CHEMICAL MANUFACTURERS ASSOCIATION

March 18, 1981

Mr. Richard L. Davis
Vice President/Treasurer
Environmental Health Associates
2150 Shattuck Avenue
Suite 414
Berkeley, California 94704

Dear Dick:

I am enclosing an unexecuted contract agreement for you to look over. If you have any questions or serious problems with any of the provisions please call.

I finally had some time to read over the Bayliss letter and it was, as you said, very interesting.

I look forward to hearing from you soon.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carol".

Carol R. Stack, Ph.D.
Administrator
Vinyl Chloride Program

CRS:law

Enclosures

CMA 009108

AGREEMENT

between

CHEMICAL MANUFACTURERS ASSOCIATION, INC.

and

ENVIRONMENTAL HEALTH ASSOCIATES, INC.

CMA REFERENCE NUMBER:

VC 9.0 Epi-EHA

- 1.0 The parties to this Agreement are Environmental Health Associates, Inc., the Research Contractor (referred to as RC), and the Chemical Manufacturers Association, Inc., (referred to as CMA).
- 2.0 RC agrees to conduct research in accordance with the proposal for an update of the epidemiology study of vinyl chloride workers submitted by Environmental Health Associates. (See paragraph 15.0).
- 3.0 RC will employ the staff, control the personnel, provide the facilities and have exclusive control over the expenditure of funds authorized by CMA in this Agreement. RC is and will be acting as an independent contractor in the performance of this Agreement. RC will be solely responsible for the defense against and payment of any and all claims made by any person against CMA (including but not limited to claims for personal injury, death or property damage) arising out of or in connection with performance under this Agreement or any act or omission in connection therewith. RC, however, shall not be liable for claims to the extent that they arise out of any negligence or misconduct by CMA.
- 4.0 CMA and RC agree to full disclosure of scientific information developed through this project. However, RC will not publish nor otherwise release such information without prior CMA knowledge and review. This stipulation is not intended to inhibit privileged scientific interchange and consultation with other investigators in related fields or with the personnel of organizations. If patentable discoveries should ensue, these shall be declared in the public domain without any retention of proprietary interest.
- 5.0 RC will furnish brief written quarterly status reports to CMA after execution of this Agreement. Any approved changes made in the protocol as a result of

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experimental findings, during the course of the study should be described in the report.

- 6.0 Within 60 days of the completion date defined in paragraph 11 of this Agreement, RC will provide CMA with .25 copies of the draft final report. The final report will be due to CMA within 4 weeks of RC's receipt of comments by CMA. RC will provide CMA with one unbound original and 40 copies of the final report of the research conducted under this contract.
- 7.0 Personnel designated by CMA will have access at reasonable times and upon reasonable notice, to RC personnel and facilities engaged on the project.
- 8.0 CMA enters into this Agreement with the understanding that the project director and principal investigator for the study will be Dr. Donald Whorton.

If any change in supervisory personnel should arise that would affect the conduct of the project, RC agrees to notify CMA in advance, in which event the Agreement becomes subject to renegotiation at CMA's option.

Carol R. Stack, Ph.D. will be the Program Administrator for CMA. No changes in the protocol can be made without prior approval of the Program Administrator.

- 9.0 In support of this research project, CMA will provide funds in the amount of \$205,207 payable as follows:

Initial Payment: Upon execution of this contract.....\$50,000

Interim Payments: Upon receipt of each Quarterly Report described in paragraph 5.0.....\$20,000

Final Payment: Upon receipt and acceptance of the final report by CMA as defined in paragraph 6.0.....\$35,207

The sum of initial and all interim payments shall not exceed \$170,000. CMA may withhold any payment if RC is delinquent in performance according to the terms of this Agreement.

In the event that the RC does not submit a draft final report within 60 days after completion of the research described in paragraph 11, the final payment hereunder shall be waived, but RC shall nonetheless be required to complete the contract.

RC agrees to hold CMA harmless from any liabilities which might arise due to delay of performance and/or

release of research findings within the time span specified herein or as modified according to paragraph 12.0.

10.0 This Agreement becomes effective immediately upon completion of its execution and will remain in effect until implementation of all its provisions.

11.0 The completion date of the research described in paragraph 2.0 will be 19 months after the effective date of this Agreement. If unforeseen circumstances however, should make sooner termination of research desirable, it may be terminated by CMA on 30 days written notice to RC. In such event, RC will present to CMA a detailed accounting of costs, including reasonable and necessary expenses incurred in terminating the project in an appropriate manner, with additional payment by CMA as limited by the provision of paragraph 9.0, or return of unused funds by RC, as the case may be, consistent with the results of such accounting and the provisions of this Agreement.

12.0 If the performance of research described in paragraph 2.0 of this Agreement will not be completed within 19 months as defined in paragraph 11.0, RC will justify and request in writing CMA approval of a new completion date.

13.0 All correspondence, reports and invoices sent to CMA concerning this project will contain the CMA Reference Number VC 9.0 Epi-EHA and will be in English.

14.0 The following is attached hereto and made a part hereof:

"A Proposal for the Update of the Epidemiological Study of Vinyl Chloride Workers".

ACCEPTED FOR:

Environmental Health Associates,
Inc.

Name Signed

Name Typed

Title

Date

ACCEPTED FOR:

Chemical Manufacturers Association,
Inc.

Name Signed

Name Typed

Title

Date

CMA 009111