

BARNARD AND BURK INDUSTRIAL CORPORATION

MAYFAIR DRIVE - PARK PLAZA

BOX 15648

BATON ROUGE, LOUISIANA 70815

November 7, 1967

Mr. G. S. Roberts
Chief Engineer
Ethyl Corporation
P. O. Box 341
Baton Rouge 1, Louisiana

Dear Mr. Roberts:

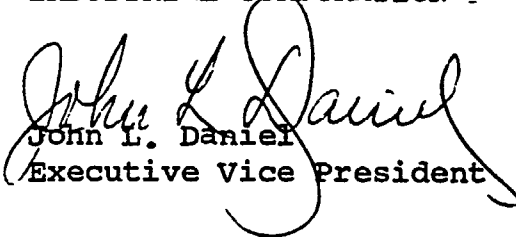
As per our telephone conversation of this date regarding your letter of November 6, 1967, I herein return the three copies of the revised standard contract covering engineering, drafting, and other services to be provided by our firm during 1968.

This will verify our concurrence to eliminate the placement fee and change Article 7 as you have proposed it.

We likewise have agreed that Article 8 as written in the 1967 contract, including the hourly rates, is acceptable to us. This includes Paragraphs (a), (b) and (c). With the reinstatement of this Article, the contract will be acceptable to us to sign.

Yours very truly,

BARNARD AND BURK
INDUSTRIAL CORPORATION


John L. Daniel
Executive Vice President

JLD/lrs
Enclosures

E-08697

THIS AGREEMENT made and entered into this 17th day of Nov. 1967 by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "ETHYL"), and BARNARD & BURK INDUSTRIAL CORPORATION, a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program, has need of the services of engineers and other personnel to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Contractor represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff at Baton Rouge, such services to consist of furnishing mechanical development draftsmen, designers and engineers; mechanical, piping, structural, and electrical draftsmen, designers, and engineers; project engineers, specification engineers, and if requested, a design leader and/or squad leaders, estimators, "material take-off" personnel, inspectors, and model builders; and further represents that it is in a position to furnish engineering services to Ethyl at Contractor's offices.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Contractor and Ethyl as follows:

1.

Contractor will make available to Ethyl on a full-time basis the number and classification of engineering personnel that Ethyl from time to time designates it requires to provide the engineering services which are to be performed in conjunction with Ethyl's Baton Rouge engineering staff. Ethyl shall have the right to increase or reduce its prior designation at any time provided that, in the event Ethyl reduces its requirement for Contractor's engineering personnel without giving a two week prior notice, Ethyl will pay Contractor an amount of money equal to two weeks' straight time salary (as approved pursuant to Article 4 hereof) for each Contractor employee who as a result of such reduction no longer performs services hereunder, except and unless said Contractor employee continues in the employ of Contractor.

2.

During all such times as Contractor supplies engineering personnel assistance to Ethyl in accordance with Article 1, should Ethyl so request, it shall designate one of its employees furnished hereunder as "Design Leader." Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen and designers furnished. The Design Leader shall also be in general charge of the project engineers, design engineers, specification engineers, development draftsmen and designers, estimators, material take-off personnel, inspectors, and model builders furnished and may or may not be

Contractor's representative in all matters pertaining to this contract. During periods when Ethyl does not desire the services of a resident "Design Leader," Contractor shall designate one employee to handle necessary work hours reports, etc., required for payroll and billing computations, etc. So long as the work is being performed in Ethyl's office the overall direction and coordination of the work performed by Contractor's personnel under terms of this contract shall, however, be the responsibility of Ethyl, whether or not a resident "Design Leader" is furnished by Contractor. For projects that may be assigned to Contractor on a full responsibility basis, refer to Article 8 hereof.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Contractor shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Contractor shall, for any and all purposes, be deemed and considered employees of Contractor and not of Ethyl.

4.

Prior to Contractor assigning any of its engineering personnel for services under the terms of this contract, it shall submit the employee's qualifications to Ethyl in writing and shall advise Ethyl of his salary, said qualifications and salary to be subject to Ethyl's approval. Ethyl reserves the right to request interviews

with prospective assignees prior to acceptance of these assignees under the terms of Article 1. Any increases in salaries given by Contractor to employees assigned to Ethyl must have Ethyl's prior approval if such increases are to be billed to Ethyl. Contractor will remove from the performance of such service any of its employees whom Ethyl requests to be removed by reason of said employee failing to perform in a satisfactory manner the services for which he was supplied, or for any other just cause.

5.

All Contractor personnel furnished to perform services under the terms of this contract will be required to work a minimum of eight (8) hours per day for five (5) days per week, except for holidays, vacations, etc., as provided herein. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

Ethyl agrees to provide Contractor personnel assigned to perform services under the terms of Article 1 of this contract with the working facilities deemed necessary by Ethyl (to include desks, drafting tables, chairs, and drafting machines, parallel bars or T-squares), but Ethyl will not furnish personal drafting tools. Such personal tools are to be supplied by Contractor or by its employees at Contractor's election.

7.

As full compensation to Contractor for services rendered, performed, and furnished under Article 1 of this contract, Ethyl agrees to:

(a) Reimburse Contractor the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the personnel performing services under this agreement;

(b) Reimburse Contractor for that portion of total salaries which it has paid to personnel performing services under this agreement for work actually performed in excess of forty hours per week in accordance with the following: Such reimbursement will be the employee's straight time rate multiplied by the number of hours worked, except that when Contractor by reason of the Wage and Hour Law or area practice is required to pay time and one-half for hours worked in excess of forty hours per week, Ethyl will reimburse Contractor for hours worked in excess of forty hours per week at one and one-half the employee's straight time rate multiplied by the number of overtime hours worked;

(c) Pay Contractor to cover its profit, overhead, insurance, employment taxes, and all other costs, a fee equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No fee shall be paid on the premium portion of overtime rates;

(d) In computing salaries under paragraph 7(a), provided an employee of Contractor has performed services hereunder on Ethyl's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary for eight hours

of straight time work, on all days which are officially designated as Ethyl Baton Rouge holidays. If said holiday occurs during a scheduled vacation, or bona-fide illness, the requirement for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl at least three weeks in advance of the first day in the vacation period. This requirement is particularly important when the vacation period includes, or is adjacent to on either end, one or more holidays.

The term "bona-fide illness" shall be defined as illness confirmed by hospitalization or a doctor's signed statement.

In computing overtime pay for those employees of Contractor who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law or area practice, the following shall be observed:

- "Holiday hours, payment for which said employee of Contractor has earned by working in accordance with the requirements of this section (Section 7), hours absent due to bona-fide illness, military leave, jury duty, and scheduled vacation hours shall be considered as hours worked in determining total hours worked in a given week. The sole purpose of this

paragraph is to establish the basis for reimbursement by Ethyl of payment of premium overtime during weeks which contain holiday(s), scheduled vacations, military leave, jury duty, or periods of bona-fide illness.

Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

Salaries paid by Contractor to its employees on other than official Ethyl Baton Rouge holidays will not be reimbursed by Ethyl.

If a Contractor employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl in addition to reimbursing the holidaytime presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay, but in computing fee thereon such hours will be considered as overtime. For those employees who are normally paid at the rate of time and one-half for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining total hours worked in the week. Straight time fee of fifty per centum (50%) will apply to holiday time presumed to have been worked.

(e) Sums due under this Article 7 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized semi-monthly invoices submitted by Contractor.

8.

(a) Contractor will also perform work for Ethyl at Contractor's offices, assuming overall project responsibility as requested; furnishing all supervision, direction, coordination, materials and supplies required; and such engineering design, drafting, consulting engineering, field surveying and related services as are requested by Ethyl. When Ethyl avails itself of such services, it shall pay Contractor for the services the sum of the current fixed hourly rates as on file in Ethyl's office.

(b) Tracing cloth (or paper) and other standard Ethyl forms will be furnished by Ethyl without charge to Contractor. Cost of drawing prints and other reproduction expense will be reimbursable to Contractor.

(c) Sums due under this Article 8 will be paid by Ethyl within ten (10) days after receipt by Ethyl of itemized invoices submitted by Contractor at the end of each month.

9.

All engineering and other personnel in the employ of Contractor shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Contractor will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Contractor and in the name of Ethyl Corporation as respective interests may appear.

7.

(a) Workmen's Compensation and Employer's Liability Insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State of Louisiana, including occupational disease coverage and medical reimbursement, covering all employees working at, on, or away from the premises in the performance hereof. In addition, Employer's Liability insurance with limits of at least \$100,000 per person and \$100,000 aggregate with respect to all claims during each policy period, shall be carried to cover disease and injuries not covered under the Workmen's Compensation Law.

(b) Comprehensive General Liability and Contingent Liability Insurance shall be taken out and maintained to cover Contractor against any Public Liability and/or Property Damage claim that might arise from the operation hereof regardless of whether such operations be by Contractor or Subcontractor or any persons directly or indirectly employed by them. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person and not less than \$500,000 to cover all persons sustaining injury or death as a result of each occurrence and for not less than \$100,000 to cover loss or damage to property resulting from each accident. The Comprehensive Liability policy shall be endorsed so that wherever the word "accident" appears with respect to bodily injury liability, it will be changed to read "occurrence." Such insurance shall not exclude injury to or destruction of wires, conduits, mines, sewers, or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground nor shall such insurance exclude blasting, explosion, or collapse.

.....(c) Automotive Public Liability and Property Damage Insurance shall be taken out and maintained to cover the interests of Contractor against any public liability or property damage claims arising from the operation of motor vehicles in performance of the work under this contract, whether such operation be by Contractor or Subcontractor or any persons directly or indirectly employed by them. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Insurance Certificates - Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl Corporation, attention Insurance Coordinator, Box 341, Baton Rouge, Louisiana 70821 prior to the commencement of work under this agreement. All certificates must include the following clause: "It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to Ethyl Corporation, Attention Insurance Coordinator, Box 341, Baton Rouge, Louisiana 70821 as evidenced by return receipt of registered mail." Contractor shall on request permit an authorized agent of Ethyl to examine the original copies of any and all insurance policies issued in compliance with the above requirements.

11.

During the continuance of this contract. Contractor will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal, State and local Governments, regulating and in regard to the employment of

its employees in the performance thereof. Contractor indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making such payments.

12..

In the performance of the work authorized hereunder, Ethyl will from time to time-release to Contractor and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Contractor hereby agrees that all information and "know-how" released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Contractor and all drawings, tracings, prints, and other information furnished to Contractor by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Contractor agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and "know-how" acquired from Ethyl or developed by Contractor during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may

develop an interest made or conceived by personnel of Contractor while engaged in the performance of work authorized hereunder or resulting from information and "know-how" acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Contractor in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Contractor will make the fact of such discovery known to Ethyl as soon as it becomes known to Contractor. Contractor further agrees to request and use its best efforts in securing patent assignments to Contractor by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Contractor might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Contractor will secure from each person employed by it in the performance of work hereunder an agreement as follows:

To Barnard & Burk Industrial Corporation:

"In consideration of the remuneration paid me by Barnard & Burk Industrial Corporation, and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Barnard & Burk Industrial Corporation, and assigned by it to work on assignments given to my employer by the Ethyl Corporation, I hereby agree:

"That any inventions or discoveries, or improvements, whether patentable or unpatentable, conceived by me or made in whole or in part by me during my employment with Barnard & Burk Industrial Corporation, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Barnard & Burk Industrial Corporation;

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior are the property of Barnard & Burk Industrial Corporation;

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Barnard & Burk Industrial Corporation, who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, "know-how," or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing, and I will use particular care to insure that such information, "know-how" and data does not become known to those who are engaged in activities competitive with those of Barnard & Burk Industrial Corporation or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside Ethyl Corporation and Barnard & Burk Industrial Corporation. There will also be much information that is marginal, and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret and confidential. In those cases where doubt arises, I will obtain permission from Barnard & Burk Industrial Corporation, and

Ethyl Corporation before using or divulging the information in question to others outside Barnard & Burk Industrial Corporation.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which Barnard & Burk Industrial Corporation may reasonably require of me to vest in it all rights herein conveyed, said Barnard & Burk Industrial Corporation bearing all reasonable expenses incurred by me at its request in connection therewith.

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Barnard & Burk Industrial Corporation regarding its subject-matter."

" _____ "

Employee

"Place _____ "

"Date _____ "

13.

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1968, and extending through December 31, 1968. Ethyl shall have the right to cancel this agreement at any time by giving Contractor sixty (60) days' written notice of such cancellation.

Ethyl and Contractor each bind themselves, their successors, executors, administrators, and assigns to the other parties to this agreement and to the successors, executors,

administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

Except as above, neither Ethyl nor Contractor shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

A H Brown
Louise Salimi

BARNARD & BURK INDUSTRIAL CORPORATION

By John L Dainel

Mary E Graham
Mary J. Hecard

ETHYL CORPORATION

By G S Roberts
G. S. Roberts
Chief Engineer