

ESSO RESEARCH AND ENGINEERING COMPANY

(FORMERLY STANDARD OIL DEVELOPMENT COMPANY)

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MEDICAL RESEARCH DIVISION

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August 9, 1957

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

Dear Dr. Kehoe:

In response to your letter of July 24 concerning the signing of a contract between your laboratory and our Company, this is to inform you that such an agreement was signed between Standard Oil Development Company, now known as Esso Research and Engineering Company, and the University of Cincinnati on October 18, 1946. This agreement, as near as I can determine, is essentially identical with the agreement which you enclosed with your letter of July 24. It was signed on behalf of our Company by Mr. E. V. Murphree, then Vice President, and on behalf of the University of Cincinnati by Mr. Frank F. Hinsman, Chairman of its Board of Directors and by Mr. Norman P. Raborn, then Clerk of that Board of Directors.

Since this agreement states in its opening paragraph as follows:

"THE DONOR wishes the Kettering Laboratory of Applied Physiology (hereinafter called "the Laboratory") to investigate the toxicity and mode of action of certain chemical products; namely, those specified in Exhibit "A" attached, and others to be mutually agreed upon hereafter from time to time..."

and since in a letter dated January 6, 1947 from you to Dr. Holt, you state that you did not consider an extension of the agreement to be necessary, we have always assumed that we are still operating under this agreement which was originally signed on October 18, 1946.

Dr. Robert A. Kehoe, August 9, 1957, - 2 -

Our legal office calls me once a year concerning this contract and wants to know whether it will be continued or whether it should be terminated. I always indicate to them that we should continue it, which means essentially that we do nothing about it. In other words, as long as neither party specifically terminates this contract, it is my understanding that it is still in effect. However, if you feel a new agreement should be signed I am sure that it would be only a formality for us to do so since we have already signed such an agreement.

Very truly yours,

R. E. Eckardt

R. E. ECKARDT, M. D. *JE*

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