ALUMINUM COMPANY OF AMERICA
ALCOA BUILDING
PITTSBURGH, PENNSYLVANIA 15219

P. P. BARIBAULT
Vice President - Procurement

ALCOA

9/25 - Per T. Winter, expect ans by 10/31 also, new Pres. will stop in before yr end
10/30 - expect info by end of Nov per mtg with NM Goein this date

Tickle 12/3

1987 September 16

Mr. Thomas J. Winter
Manville Corporation
Industrial Products Division
P. O. Box 5108
Denver, CO 80217

Re: Secrecy Agreements

Dear Tom:

This letter concerns our recent discussion about the proposed sale of Manville's refractory plants to others.

Some of our primary concerns are maintaining continuity in R & D and the integrity of our secrecy/non-disclosure agreements. Attached are three agreements, all of which have different company names:

Agreement Date	Company	Subject
1975 May 23	Johns-Manville Sales Corp.	HDC
1985 October 07	Manville Service Corp.	Aluminum Alloys
1987 April 06	Manville Sales Corp.	Aluminum Alloys

In anticipation of this sale, we would like to know the name of the entity which is buying these plants.

In addition, what kind of agreement(s) would you propose, to be sure the new company will meet the obligations of these agreements? Would an assignment to each agreement be the way to go?

Please let us know how you think we should proceed to maintain the vital continuity of our development programs.

Very truly yours,

J. D. Boyce
Procurement Specialist - Refractories

JDB/rvg

Enclosures

PLAINTIFF'S EXHIBIT
AL-684

nnoo: R. H. Katila - 13 A.B. (w/o atts.)
G. E. Klepac - ATC-C (w/o atts.)
E. L. Rooy - 22 A.B. (w/o atts.)
G. E. Graddy, Jr. - ATC-C (w/o atts.)

NONDISCLOSURE AGREEMENT

IPB 86/8/13

THIS AGREEMENT is made by Aluminum Company of America, a Pennsylvania Corporation (hereinafter called "Alcoa") and Johns-Manville Sales Corporation, a New York Corporation (hereinafter called "J-M").

WHEREAS:

A. Alcoa and J-M will be working together to enable J-M to improve Header Grade Materials and develop a product more suitable for Alcoa's use in the HDC Horizontal Continuous Casting process, and, toward that end, the parties anticipate that they will be providing Information to each other.

ALCOA CONFIDENTIAL

B. Alcoa possesses certain Information regarding the casting of aluminum ingots by a novel process developed by Alcoa and known as the HDC Horizontal Continuous Casting process. Alcoa is willing to disclose certain limited portions of such Information to J-M for the sole purpose set forth in Recital A above.

C. J-M possesses certain Information regarding the production of Header Grade Materials by processes developed by J-M. J-M is willing to disclose certain limited portions of such Information to Alcoa for the sole purpose set forth in Recital A above.

NOW, THEREFORE, in consideration of the undertakings of each to the other contained in this Agreement, and intending to be legally bound, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. As used in this Agreement, the terms and symbols defined in this Article I shall have the meanings respectively set forth for them below:

(a) The term HDC Horizontal Continuous Casting process shall mean a certain proprietary process hereinafter called "HDC" developed by Alcoa for the production of aluminum ingots on a continuous basis.

(b) The term Header Grade Materials shall mean certain proprietary refractory materials including those bearing the trademark, MARINITE, developed by J-M for use in HDC or other molten aluminum operations.

(c) The term "Information" shall, as applied to Alcoa, mean certain technical information relating to the HDC process belonging to Alcoa and existing during the term of this Agreement, and shall, as applied to J-M, mean certain technical information relating to the production of Header Grade Materials belonging to J-M and existing during the term of this agreement.

(d) The term "Disclosing Party" shall refer to Alcoa or J-M, whichever is disclosing Information, and the term "Recipient" shall refer to Alcoa or J-M, whichever is receiving Information.

ARTICLE II

INFORMATION DISCLOSED BY THE PARTIES

Section 2.1. The Information shall be disclosed at such places, in such manner, in such oral, written or pictorial form and by such of Disclosing Party's employees as Disclosing Party in its discretion shall determine.

Section 2.2. Disclosing Party does not hereby grant and nothing contained in this Agreement shall obligate Disclosing Party to grant to Recipient a license, an option to obtain a license, or any other rights under any patent or other industrial property rights now or hereafter owned or controlled by Disclosing Party. All written and pictorial embodiments of the Information received by Recipient from Disclosing Party, including copies thereof made by Recipient, are and shall remain the property of Disclosing Party.

ARTICLE III

OBLIGATIONS OF

CONFIDENTIALLY, USE AND NONDISCLOSURE

Section 3.1.

(a) All Information disclosed to Recipient by Disclosing Party shall be:

(1) received and maintained in confidence by Recipient and shall not be disclosed, directly or indirectly, by Recipient to any third party whatsoever;

(2) used by Recipient only for the purpose set forth in Recital A above; and

(3) disclosed by Recipient only to such directors and employees of Recipient who need to know such Information for the purpose set forth in Recital A above.

(b) The foregoing obligations of confidentiality, use and nondisclosure shall not apply:

(1) to any Information which was known to Recipient prior to the date of execution of this Agreement;

(2) to any Information which appears in issued patents, published patent applications, or printed publications other than by acts or ommissions of Recipient; or

(3) to any Information which the Recipient can show was received after the time of disclosure from a third party who did not acquire it directly or indirectly from the Disclosing Party under an obligation of confidence; provided, however, that Recipient shall be bound by all obligations of confidentiality imposed on Recipient by

such third party.

Section 3.2. As part of its compliance with obligations of confidentiality, use and nondisclosure set forth in this Article III:

(a) Recipient shall exercise all reasonable efforts to prevent third parties from gaining access to Information which is disclosed to Recipient and is subject to the obligations imposed by this Article III.

(b) As to all Recipient's directors and employees to whom Information is disclosed under Section 3.1 (a) (3) above, Recipient shall generally inform all such directors and employees of the proprietary interest of Disclosing Party in such Information.

(c) As to all writings, drawings, pictures or other documents, including copies thereof, made or received by Recipient and embodying the Information disclosed to Recipient by Disclosing Party, Recipient shall:

(1) mark each such document with the legend: "Confidential -- Property of Aluminum Company of America" or "Confidential -- Property of J-M Company, "as the case may be;

(2) not reproduce, copy or photograph, in any manner or form, any such document except as necessary to carry out the purpose set forth in Recital A above without the express written consent of Disclosing Party; and

(3) deliver to Disclosing Party all such documents, without retaining any such documents, on the notice of Disclosing Party requesting the delivery thereof.

Section 3.3. The Parties shall treat as confidential and not disclose the fact of this relationship between the parties.

ARTICLE IV

TERMINATION AND SURVIVAL OF OBLIGATION

Section 4.1. The term of this Agreement shall be for a period of five (5) years from the date hereof and shall continue indefinitely thereafter until either party, by giving at least sixty (60) days' written notice to the other party, terminates this Agreement.

ARTICLE V

GOVERNMENTAL APPROVALS

Section 5.1. Any Information received by Recipient from Disclosing Party under this Agreement shall not be exported by Recipient or disclosed by Recipient to any director or employee

who is not a United States citizen and resident when to do so would be contrary to the laws or regulations of the United States or any agency thereof. Recipient will not export any Information or disclose any Information to any such director or employee without the prior written consent of Disclosing Party and until Recipient has procured the licenses, assurances and approvals, if any, necessary under such laws or regulations.

ARTICLE VI

ASSIGNMENT

Section 6.1. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. This Agreement or any rights or obligations hereunder may not be assigned by either party without the prior written consent of the other party and then only in the manner and to the extent specified in such consent.

ARTICLE VII

INTEGRATION, MODIFICATION AND WAIVER

Section 7.1. This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement may not be released,

discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by a duly authorized officer or respresentative of each of the parties hereto.

Section 7.2. The failure of either party hereto to enforce at any time any of the provisions of this Agreement or to exercise any right which is herein provided shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of either party to enforce thereafter each and every such provision and to exercise any such right. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Nothing shall constitute, or have the effect of, a waiver except an instrument in writing signed by a duly authorized officer or representative of the party against whom such waiver is sought to be enforced which expressly, and not impliedly, waives a right or rights under this Agreement.

ARTICLE VIII

GOVERNING LAW

Section 8.1. This Agreement shall be construed and interpreted according to the laws of the Commonwealth of Pennsylvania, not including, however, rules relating to choice or conflict of laws.

Executed in duplicate this 23rd day of May, 1975.

ATTEST:

F. L. Thomas
ASST. SECRETARY

ALUMINUM COMPANY OF AMERICA

By _____
L. B. Neubert
Vice President, Purchasing

ATTEST:

_____
Assistant Secretary

JOHNS-MANVILLE SALES CORPORATION

By _____
R. A. Stapleton
Vice President
Division General Manager

SECRECY AGREEMENT

It is understood that ALUMINUM COMPANY OF AMERICA, a corporation having an office at 1501 Alcoa Building, Pittsburgh, Pennsylvania 15219 (hereinafter called "Alcoa") is interested in entering discussions with MANVILLE SERVICE CORPORATION, a corporation having an office at Denver, Colorado 80217 (hereinafter called "Manville"), for the purpose of having Manville develop refractory products to be used by Alcoa for casting aluminum and aluminum alloys.

It is contemplated that during the course of such discussions, it may be necessary for both Alcoa and Manville to reveal to the other's employees confidential and proprietary technical information relating to compositions and shapes of refractory materials for casting aluminum and aluminum alloys (hereinafter called "Confidential Information"). Confidential Information disclosed orally or by observation shall be confirmed or fully identified in writing.

Alcoa and Manville hereby agree that all Confidential Information revealed hereunder by either Alcoa or Manville to the other shall be

(1) received and maintained in confidence by the receiving party and shall not be disclosed, directly or indirectly, to any third party without the express written consent of the disclosing party;

(2) disclosed by the receiving party only to its employees having a need to know such Confidential Information to carry out the purposes of this Secrecy Agreement.

Alcoa requests, and Manville hereby agrees, that all Confidential Information revealed hereunder by Alcoa to Manville shall be used by Manville only for the purpose of working with Alcoa to develop and manufacture such refractory products and submit price quotations thereon.

Further, the receiving party will ensure that all Confidential Information provided to that receiving party will not be reproduced in any manner except as necessary for the receiving party's technical evaluation. At any time, the disclosing party may request all Confidential Information in documentary form be returned, and the receiving party agrees that it will do so in the manner requested by the disclosing party.

The above obligations of the parties shall not apply to any information which:

(1) now or hereafter becomes available to the public without any breach of this Secrecy Agreement by the receiving party; or

(2) was already in the possession of the receiving party at the time of disclosure as demonstrated by competent evidence; or

(3) after disclosure becomes available to the receiving party from a third party who did not acquire it directly or indirectly from the disclosing party under an obligation of confidence.

The above obligations shall expire on December 31, 1988.

This Secrecy Agreement shall expire on December 31, 1986 but may be terminated prior to expiration by either party's giving thirty (30) days' prior written notice to the other party, provided, however, the obligations to protect the Confidential Information shall survive termination.

ACCEPTED FOR:

MANVILLE SERVICE CORPORATION

By _____

Office VICE PRESIDENT

Date: Sept. 29, 1985

ALUMINUM COMPANY OF AMERICA

By _____
Vice President

Date: 85-10-07

PATENT APPROVAL

August 27, 1987

Ron Katila - Pgh, 12
+
Penny Dreyer - Pgh, 19

In accordance with your request, I am enclosing a copy of the Secrecy Agreement now in effect between Alcoa and Manville Sales Corporation for development of refractory products.

Helen E. Kepar

RECEIVED
AUG 28 1987
T. G. POLLAK

SECRECY AGREEMENT

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Further, the receiving party will ensure that all Confidential Information provided to that receiving party will not be reproduced in any manner except as necessary for the receiving party's technical evaluation. At any time, the disclosing party may request all Confidential Information in documentary form be returned, and the receiving party agrees that it will do so in the manner requested by the disclosing party.

The above obligations of the parties shall not apply to any information which:

(1) now or hereafter becomes available to the public without any breach of this Secrecy Agreement by the receiving party; or

(2) was already in the possession of the receiving party at the time of disclosure as demonstrated by competent evidence; or

(3) after disclosure becomes available to the receiving party from a third party who did not acquire it directly or indirectly from the disclosing party under an obligation of confidence.

The above obligations shall expire on December 31, 1989.

This Secrecy Agreement shall expire on December 31, 1987 but may be terminated prior to expiration by either party's giving thirty (30) days prior written notice to the other party, provided, however, the obligations to protect the Confidential Information shall survive termination.

ACCEPTED FOR:

MANVILLE SALES CORPORATION

By Joseph E Smith

Office V.P. & G.M.

Date 5/7/87

ALUMINUM COMPANY OF AMERICA

By _____
Vice President

Date 06-APR-87