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Monsanto

DEPARTMENT OF MEDICINE &
ENVIRONMENTAL HEALTH

Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63186
Phone: (314) 694-1000

October 15, 1979

Mr. Frank Cagnetti
Executive Director
Medical Center Fund of Cincinnati
234 Goodman Street
Cincinnati, Ohio 45267

Dear Mr. Cagnetti:

This letter sets forth the terms and conditions under which the Medical Center Fund of Cincinnati ("Fund") under the supervision of Dr. Raymond R. Suskind and his staff will conduct a clinical study involving approximately 120 present employees of the Monsanto Company ("Monsanto"), W. G. Krummrich plant in Sauget, Illinois ("Study"). Said employees included in the Study are those with past or present exposure to the chlorophenols and pentachlorophenol processes at the W. G. Krummrich Plant, whose exposure lasted at least six months. The terms and conditions of this agreement are as follows:

1. The Study shall be conducted by Dr. Raymond R. Suskind, who shall be the principal investigator (Dr. Suskind and his staff are referred to herein as "Principal Investigator"), in accordance with the attached protocol captioned, "A Study of Workers Involved in the Manufacture of Chlorophenols."
2. The Principal Investigator shall, under the auspices of the Fund, supervise all obligations under this agreement for a total fee amount estimated in the attachment captioned "Budget-Monsanto Study" to be \$40,454. Thirty percent (30%) or \$12,136 of the estimated budget will be submitted to the Fund at the initiation of the project to cover the initial and on site examination expenses. Thereafter, the Fund shall submit a statement for services rendered and an itemized accounting of expenses incurred during each quarter within 10 days after the end of such quarter. It is agreed that the final 10% of this fee amount shall be paid to the Fund only after Monsanto receives the final report of the Study. Upon receipt of said report, Monsanto will also pay the Fund for reasonable expenses connected with the Principal Investigator's performance under this agreement, actually incurred by the Fund above the estimated budget amount for the expense, upon submission by the Principal Investigator and approval by Monsanto

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of an itemized account of expenses for which payment is sought. The Principal Investigator will provide the Monsanto Medical Department with summaries of individual examinations and objective data. This medical information of individual examinations will also be made available to the personal physicians of the participants upon receiving a signed release form from the examinee.

3. Monsanto will provide the Principal Investigator copies of work histories and medical records ("Records") for the individuals covered by the Study.
4. The Principal Investigator shall provide Monsanto a preliminary report of the findings of the Study upon completion of a proper analysis of the data. The contents of the preliminary report will be discussed with Monsanto and a final report of the Study will be reviewed with Monsanto by the Principal Investigator before publication. The scientific conclusions and judgments arising out of the Study shall be the sole responsibility of the Principal Investigator. The Principal Investigator will notify Monsanto prior to any verbal or written release to the public concerning the results of the Study.
5. All Records provided from Monsanto files, including all the information contained therein, shall be held in strict confidence by the Fund and the Principal Investigator and shall not be disclosed to any third party. The Fund and the Principal Investigator warrant that they shall take every reasonable precaution to maintain said confidentiality within the Fund's organization. Access to the Records within the Fund's organization shall be limited to licensed physicians or other persons trained and qualified to deal with data under medical supervision, all of whom shall be bound by the provisions of this agreement.

Upon completion of the Study by the Fund, or at any earlier time as requested by Monsanto, the Fund shall return to Monsanto all Records which were provided from its files.

Any publication or release to the public by the Fund or the Principal Investigator of any information obtained from the Records shall be strictly limited to a compilation of statistical health data only and shall neither identify any individual by name, address or other traceable characteristic nor contain any personal or sensitive information with respect to any particular individual.

6. The Fund is, and shall perform this agreement as, an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Fund, the Principal Investigator nor any other person employed by the Fund, shall represent, act or be deemed to be an employee, agent or representative of Monsanto.

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7. The administrative aspects of this agreement for Monsanto shall be under the direction of Dr. George Roush, Jr.
8. Upon receipt of a reasonable request by Monsanto during the Study and for five years after Monsanto receives the final report of the Study, the Fund and the Principal Investigator shall cooperate with Monsanto regarding questions or inquiries by third parties relating to the Study, and the Principal Investigator shall, on a mutually acceptable basis with Monsanto: (a) testify at and participate in proceedings in which Monsanto may be involved, and (b) execute and provide affidavits or similar statements regarding matters relating to the Study.
9. This letter shall constitute the entire agreement with respect to the Study and cancel and supersede all prior negotiations, dealings and agreements whether oral or written regarding the Study and may not be modified unless done in writing signed by the Fund and Monsanto.

If the above terms and conditions are in order, it is requested that the Fund and the Principal Investigator indicate their acceptance and agreement to the above terms and conditions by executing and dating this letter in duplicate at the places indicated below and returning one of the signed duplicates to Monsanto.

Very truly yours,

Monsanto Company

By [Signature]

Title: Director, Department of
Medicine and Environmental
Health

ACCEPTED AND AGREED TO THIS 23 DAY OF October, 1979

Medical Center Fund of Cincinnati

By [Signature]

Frank Cagnetti

Title: Executive Director

ACCEPTED AND AGREED TO THIS 23 DAY OF October, 1979

By [Signature]

Dr. Raymond R. Suskind

Title: Director, Department of Environmental Health

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