

July 15, 1954

AIR MAIL

Mr. L. B. Hitchcock
President and Managing Director
Southern California Air Pollution Foundation
704 South Spring Street
Los Angeles 14, California

Dear Doctor Hitchcock:

I have modified our short form of agreement to fit the circumstances as I understand them. The final product may not be entirely to your liking, and if you wish to introduce additional terms or to modify others so as to make this more satisfactory for your purposes, you may do so. From our viewpoint, however, the purpose is to set forth the policies of the University in simple terms. In lieu of suggestions from you I have written in specific financial provisions. If these are unsatisfactory in any way to the Foundation, change them accordingly.

I shall be out of circulation until the week of August 1, during which time it will be fruitless to attempt to reach me. However, Mr. Cholak will be in position to proceed without any advice or help from me, should any hitch of any kind develop.

Cordially yours,

Robert A. Kehoe, M. D.

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Enc.

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THIS AGREEMENT

Made 19 , between Southern California Air Pollution Foundation (hereinafter called: "the Donor"), and the UNIVERSITY OF CINCINNATI, (hereinafter called: "The University")

WITNESSETH

WHEREAS, The Southern California Air Pollution Foundation wishes the Kettering Laboratory (hereinafter called: "the Laboratory") to investigate the composition of the ambient atmosphere at designated points in the Los Angeles area with respect to certain finely divided solids; and

WHEREAS the University has approved such investigative work by said Laboratory,

In consideration of the mutual promises hereinafter specified, IT IS AGREED:

1. The Laboratory shall carry out such investigations in accordance with the general procedure agreed upon by the two parties.
2. The Donor shall pay the University therefor the sum of Thirty Thousand Five Hundred Dollars in two equal installments, one on the execution of this contract, the other on October 1, 1954. On completion of the work agreed upon, including the preparation and submission of reports, the University shall refund to the Donor any unexpended balance of any payment remaining, or shall apply the balance to the continuance of such similar work as may be agreed upon as desirable.
3. The name of the University or of the Laboratory or of any member, officer or employee of the University or the Laboratory, shall not be used in

any advertising matter at any time during the progress of the work or thereafter. A written report shall be made of the findings and such a report or a photostatic copy thereof may be used by the Donor as evidence of the facts established. If the findings are published in a scientific journal, the Donor shall be free to quote such findings subsequent to publication.

4. The investigative work shall be planned and carried out by the University, and the University shall have the right to disseminate for the public good, any information obtained. However, before the issuance of public reports or scientific publications, the manuscripts thereof will be submitted to the Donor for criticism and suggestion.

5. No person shall be required to make an application for patent based on any invention, discovery or development resulting from any investigative work under this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their proper officer, respectively, who are hereby certified to have been duly authorized to execute the same.

Southern California Air Pollution Foundation

By _____

By _____

University of Cincinnati
through its Board of Directors

By _____ Chairman

By _____ Clerk

THIS AGREEMENT

Made 19 , between
(hereinafter called: "the Donor"), and the UNIVERSITY OF CINCINNATI,
(hereinafter called: "the University")

W I T N E S S E T H

The Southern California Air
WHEREAS, Pollution Foundation wishes the Kettering

Laboratory (hereinafter called: "the Laboratory") to investigate
the composition of the ambient atmosphere at designated points in the Los Angeles
the toxicity and mode of action of certain chemical products to
area with respect to certain finely divided solids; and
be mutually agreed upon hereafter from time to time; and

WHEREAS the University has approved such investigative work
by said Laboratory,

In consideration of the mutual promises hereinafter
specified, IT IS AGREED:

1. The Laboratory shall carry out such investigations
within the limits of its available facilities and scientific in accordance
with the general procedure agreed upon by the two parties
interests.

2. The Donor shall pay the University therefor the sum of
Thirty Thousand Five Hundred Dollars ~~on or before~~ in two equal installments,
one on the execution of this contract, the other on October 1, 1954.
~~and additional sums in advance from time to time as may mutually~~
On completion of the work agreed upon, including the preparation and submission
be agreed upon as necessary to prosecute projected experimental
of reports, the University shall refund to the Donor any unexpended balance of
work for a definite period of time, ~~at the end of each fiscal~~
any payment remaining, or shall apply the balance to the continuance of such similar
year or other period agreed upon for the completion of a specific
work as may be agreed upon as desirable.
project, the University shall refund to the Donor any unexpended
balance of any payment remaining after the investigative work has
been completed, ~~xxx shall apply the balance to the continuance of~~
~~work xxx may be agreed upon as desirable~~

3. The name of the University or of the Laboratory or of any member, officer or employee of the University or the Laboratory, shall not be used in any advertising matter at any time during the progress of the work or thereafter. A written report shall be made of the findings and such a report or a photostatic copy thereof may be used by the Donor as evidence of the facts established. If the findings are published in a scientific journal, the Donor shall be free to quote such findings subsequent to publication.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement by their proper officer, respectively, who are hereby certified to have been duly authorized to execute the same.

By _____

UNIVERSITY OF CINCINNATI
through its BOARD OF DIRECTORS

By _____ Chairman

By _____ Clerk