

February 7, 1949

Mr. Alex Stewart,
Director of Research,
National Lead Company,
105 York Street,
Brooklyn 1, New York.

Dear Mr. Stewart:

I am sending you herewith a sheaf of material relating to the several matters about which we talked at our last meeting. Incidentally I take this means of expressing my thanks for a good lunch and a pleasant meeting with yourself and your associates.

with the Administration of the University
I discussed the problem of a consulting relationship, on the part of myself and other members of the Laboratory staff, to your company, and have phrased an agreement on this aspect of the matter in accordance with their advice. The legal gentlemen on the Board of Directors of the University advised me that they thought it better to enter into an agreement on this phase of the matter in a supplementary agreement that would not include the performance of experimental work as such. Therefore, I have drawn up such an agreement in my own language as a basis for your consideration and that of your legal counsel. I believe the substance of the agreement is simple and reasonably satisfactory, but its language may not suit an attorney, and in addition your people might wish to eliminate something or add something. In any case, this can be considered as a highly tentative form of agreement which would cover our requirements adequately and, I think, understandably.

I also attach a copy of our simple form of agreement which might well be considered in relation to any experimental work which you and your associates have in mind. It was your suggestion at the time of our visit that some of your people would come out and talk over the problem of experimental work. If they know what they want, they can write their wishes into this agreement, and again their attorneys can look at this agreement and can put it into any language that suits their purposes, provided they do not do damage to the rights reserved by the University. If this were delivered to me at the time of the meeting, an agreement could probably be executed in short order.

As I indicated to you some time ago and repeated to you at our last meeting, I have the hope that we might be able to interest your organization in the support of a fellowship in industrial medicine. I attach all of the material relating to this subject for your consideration, including the mimeographed statement of the nature of the graduate work that is offered. I am not undertaking to put any pressure on you toward this end, but I have gathered from our conversations that you are interested in this aspect of our work, and I am naturally interested in promoting our educational program

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as well as I can. I feel very strongly that industry is in need of well trained physicians, and that this need cannot be supplied without opportunities for special training. I hope that we shall be able to find the means of offering four fellowships per year to carefully selected applicants. This will make it necessary for us to have the equivalent of eight continuing fellowship stipends, since if we take four men each year, we will have eight men in our school every year. Obviously, if we can obtain funds for the support of two-year fellowships, only four of these would be required, since only four would be awarded in any one year. If you were to choose to support such a fellowship, for a definite or indefinite period, we should be pleased to call it the National Lead Company Fellowship in Industrial Medicine and to refer to it in this manner in the University catalogue if you so desire.

This ties up the whole package, but I am sure that you will understand that I am quite prepared to consider this matter a step at a time, in accordance with your wishes and convenience.

Very truly yours,

Robert A. Kehoe, M. D.

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Enc.

KE 0014151

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

WHEREAS, wishes the Kettering
Laboratory of Applied Physiology (hereinafter called: "the Laboratory")
to give advice and assistance in matters concerned with the medical
supervision of employees of the Donor who are exposed to lead com-
pounds in their work, and in matters involving the control of lead
exposure in industrial plants operated by the Donor; and

WHEREAS the University has approved the acceptance of such
consulting activities by the Laboratory,

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

1. The Director of the Laboratory shall assume the responsi-
bility for the performance of the duties mutually agreed upon, subject
to the exercise of his judgment in the delegation of specific items
of the work to be done to appropriate members of the staff of the
Laboratory,

2. The Donor shall pay the University therefor the sum of
Three Thousand Dollars per annum, during the life of this agreement,
as a retainer fee, in return for which the Donor may call upon the
Laboratory for advice in hygienic matters, and for such assistance
as may reasonably be provided by the Laboratory within the limits of
its facilities and in keeping with its contractual obligations to
others.

3. In addition, the Donor further agrees to defray the cost to
the Laboratory of all services rendered by members of its staff in

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the gathering and interpretation of reports, published information, clinical records or scientific data, or the performance of medical services, or the study of hygienic or environmental conditions in industrial plants - whenever, in fact, time and effort have to be expended in the Laboratory or elsewhere at the request of the Donor, in obtaining and assembling general or scientific information that is not immediately at hand in a convenient form for transmission to the Donor. The approximate cost of such services shall be estimated (choose one) (quarterly, semi-annually or annually) in advance, and paid in advance to the University at () intervals.

4. All of the expenditures made by the University pursuant to this agreement shall be subject to itemized accounting and the record thereof shall be submitted at () intervals to the Donor. At the end of the calendar year, a full accounting shall be made, and the University shall be reimbursed by the Donor for any excess of expenditures over receipts, or, if receipts have exceeded expenditures, the excess shall be refunded to the Donor or held for application against similar expenditures in the ensuing year, according to the wish of the Donor.

5. Either party to this agreement shall have the right to cancel this agreement, by notification of the other party in writing of his intention to do so, not less than thirty days in advance of the date of cancellation. In the one case, any balance remaining of funds advanced shall be refunded to the Donor, or, alternatively, the University shall be reimbursed for any expenditures made or contracted for prior to notification of the Donor's intent. Under any circumstances, that proportion of the retainer fee which is represented by the fractional part of the calendar year remaining on the date of the cancellation of the

agreement shall be refunded to the Donor, or if unpaid at that time, shall be withheld by the Donor.

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