

PLATE'S
EXHIBIT
ETC-243

Barnard & Burk, Inc.
August 1946

E-08504

ETC 03843

bcc: V. O. Mitchell
C. A. Kyle

both with Encls

December 22, 1965

Mr. Jack S. Burk
Barnard & Burk Industrial Corporation
1023 Nicholson Drive
Baton Rouge, Louisiana

Dear Jack:

Enclosed are two copies of the proposed contract between Barnard & Burk Industrial Corporation and Ethyl Corporation for the year 1966. If you are in accord, please sign and return both copies, one of which will be returned to you after final approval.

Please note that we have made no changes in the contract; it is identical to the 1965 contract now in force. This matter was discussed with your Mr. John L. Daniel and it is our understanding that a "no-change" approach is acceptable to you.

Very truly yours,

G. S. Roberts
Chief Engineer

/s
Encls.

E-08505

ETC 03844

Mrs. Esther L. Pierce

New York

C. A. Kyle

Baton Rouge

Bernard & Bark, Inc. -
Engineering Services Agreement

February 2, 1965

Executed copy of referenced agreement is enclosed
for your files. Conformed copies are being forwarded to:

V. F. Armstrong
C. E. Colvin
R. E. Conlshaw
C. F. Kirby
G. G. Hayes
V. R. Perdue, Jr.
✓ G. S. Roberts
F. P. Varne

C. A. Kyle

CAR:sh
Encl.

E-08506

ETC 03845

THIS AGREEMENT made and entered into this 13th day of January, 1965 by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "ETHYL"), and BARNARD AND BURK INDUSTRIAL CORPORATION, a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana (hereinafter referred to as "CORPORATION").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Corporation represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff at Ethyl's Baton Rouge plant, such services to consist of furnishing mechanical development draftsmen designers, mechanical, piping, structural, and electrical draftsmen designers, design engineers, project engineers, specification engineers, and if requested, a design leader and/or squad leaders and "material take-off" personnel; and further represents that it is in a position to furnish engineering services to Ethyl at Corporation's offices in Baton Rouge, Louisiana;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Corporation and Ethyl as follows:

E-08507

ETC 03846

1.

Corporation will make available to Ethyl on a full-time basis the number and classification of engineering personnel that Ethyl from time to time designates it requires to provide the engineering services which are to be performed at Ethyl's Baton Rouge plant. Ethyl shall have the right to increase or reduce its prior designation at any time provided that, in the event Ethyl reduces its requirement for Corporation's engineering personnel without giving fifteen (15) days prior notice, Ethyl will pay Corporation an amount of money equal to two weeks straight time salary (as approved pursuant to Article 4 hereof) for each Corporation employee who as a result of such reduction no longer performs services hereunder, except and unless said Corporation employee continues in the employ of Corporation.

2.

During all such times as Corporation supplies engineering personnel assistance at Ethyl's Baton Rouge plant should Ethyl so request, it shall designate one of its employees furnished hereunder as "Design Leader". Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen designers furnished. The Design Leader shall also be in general charge of the project engineers, specification engineers, development draftsmen designers, and material take-off personnel furnished and shall be Corporation's representative in

E-08508

ETC 03847

all matters pertaining to those parts of this contract dealing with engineering services which are to be performed at Ethyl's Baton Rouge plant. During periods of relatively low engineering activity when Ethyl does not desire the services of a resident "Design Leader", Corporation shall designate one employee to handle necessary work hours reports, etc. required for payroll and billing computations, etc. The direction and coordination of the work of the project engineers, specification engineers, mechanical development draftsmen designers, design engineers and material take-off personnel furnished hereunder shall, however, be the responsibility of Ethyl.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Corporation shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Corporation shall, for any and all purposes, be deemed and considered employees of Corporation and not of Ethyl.

4.

Prior to Corporation assigning any of its engineering personnel for services which are to be performed at Ethyl's Baton Rouge plant, it shall submit to Ethyl the employee's qualifications and salary and said qualifications and salary shall be subject to and require Ethyl's approval. Similarly, any increases in salaries given by Corporation to such employees must have Ethyl's prior approval. Corporation will remove from the performance of such engineering service any

E-08509

ETC 03848

of its employees whom Ethyl requests to be removed by reason of said employee failing to perform in a satisfactory manner the services for which he was supplied, or for any other just cause.

5.

All engineering personnel furnished to perform services at Ethyl's Baton Rouge plant will be required to work a minimum of eight (8) hours per day for five (5) days per week. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

Ethyl agrees to provide the engineering personnel assigned to perform services at Ethyl's Baton Rouge plant with the working facilities deemed necessary by Ethyl, but Ethyl will not furnish drafting tools. Such tools are to be supplied by Corporation or by its employees at Corporation's election.

7.

As full compensation to Corporation for services rendered, performed, and furnished hereunder at Ethyl's Baton Rouge plant, Ethyl agrees to:

(a) Reimburse Corporation the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the personnel performing services under this agreement;

(b) Reimburse Corporation for that portion of total salaries which it has paid to personnel performing services under this agreement for work actually

E-08510

ETC 03849

performed in excess of forty hour per week in accordance with the following:

Such reimbursement will be the employee's straight time rate multiplied by the number of hours worked, except that when Corporation by reason of the Wage and Hour Law is required to pay time and one-half for hours worked in excess of forty hours per week, Ethyl will reimburse Corporation for hours worked in excess of forty hours per week at one and one-half the employee's straight time rate multiplied by the number of overtime hours worked;

(c) Pay Corporation to cover its profit, overhead, insurance, employment taxes, and all other costs, a fee equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No fee shall be paid on the premium portion of overtime rates;

(d) In computing salaries under paragraph 7(a), provided an employee of Corporation has performed services hereunder on Ethyl's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary for eight hours of straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If said holiday occurs during a scheduled vacation, or bona-fide illness, the requirement for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

E-08511

ETC 03850

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl at least three weeks in advance of the first day in the vacation period. This requirement is particularly important when the vacation period includes, or is adjacent to on either end, one or more holidays.

The term "bona-fide illness" shall be defined as illness confirmed by hospitalization or a doctor's signed statement.

In computing overtime pay for those employees of Corporation who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law, the following shall be observed:

"Holiday hours, payment for which said employee of Corporation has earned by working in accordance with the requirements of this section (Section 7), hours absent due to bona-fide illness, and scheduled vacation hours shall be considered as hours worked in determining total hours worked in a given week. This provision does not alter agreements stated elsewhere in this contract with respect to which party, Ethyl or Corporation, pays or reimburses for time lost due to holiday, scheduled vacation, or sickness; instead, its sole purpose is to establish the basis for reimbursement by Ethyl of payment of premium overtime during weeks which contain holiday(s), scheduled vacations, or periods of bona-fide illness. Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

F-08512

ETC 03851

Salaries paid by Corporation to its employees on other than official Ethyl holidays will not be reimbursed by Ethyl.

If a Corporation employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay, but in computing fee thereon such hours will be considered as overtime. For those employees who are normally paid at the rate of time and one-half for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining total hours worked in the week. Straight time fee of fifty per centum (50%) will apply to holiday time presumed to have been worked.

(e) Sums due under this Article 7 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized semi-monthly invoices submitted by Corporation.

8.

(a) Corporation will also perform for Ethyl at Corporation's offices in Baton Rouge, Louisiana, furnishing all supervision, direction, coordination, materials and supplies required, such engineering services and consulting engineering services as are requested by Ethyl. In the event Ethyl avails itself of such engineering services and consulting engineering services, it shall pay Corporation for the services the sum of the following fixed hourly rates:

E-08513

ETC 03852

<u>Classification</u>	<u>Hourly Rates</u>
Principal Engineers	\$ 17.00
Project Engineers and Department Heads	14.00
Senior Engineers and Section Heads	12.00
Checkers, Senior Designers, Specification Writers and Estimators	9.00
Designers and Senior Draftsmen	8.00
Junior Designers and Draftsmen	7.00
Stenographer-Clerk	4.75
Reproduction of drawings by the ammonia process	0.08 per sq. ft.

These rates include wages, salaries, vacation pay, holiday allowance, sick leave, travel expenses, payroll taxes, and insurance premiums which are a function of payroll, such as workmen's compensation, public liability and property damage insurance, cost of all materials, drafting and engineering supplies (except tracing cloth which Ethyl will furnish), overhead and profit.

(b) If Corporation in the performance of engineering work for Ethyl at Corporation's Baton Rouge offices, makes use of personnel which it has assigned to work at Ethyl's Baton Rouge plant, Ethyl shall pay Corporation for the time spent by such personnel on the basis of approved straight time salary reimbursement plus a fee of fifty per cent (50%) thereof. This basis of paying Corporation for the engineering services performed by such personnel shall be in lieu of the rate schedule in subparagraph (a) above, it being the intention of the parties that the hourly rate schedule shall not apply when Corporation's personnel regularly assigned to work at Ethyl's Baton Rouge plant perform services on Ethyl's work at Corporation's Baton Rouge office.

(c) Sums due under this Article 8 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized invoices submitted by Corporation at the end of each month.

E-08514

ETC 03853

9.

All engineering personnel furnished shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Corporation will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Corporation and in the name of Ethyl Corporation as respective interests may appear:

(a) Workmen's Compensation and Employer's Liability Insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State of Louisiana, including occupational disease coverage and medical reimbursement, covering all employees working at, on, or away from the premises in the performance hereof. In addition, Employer's Liability insurance with limits of at least \$100,000 per person and \$100,000 aggregate with respect to all claims during each policy period, shall be carried to cover disease and injuries not covered under the Workmen's Compensation Law.

(b) Comprehensive General Liability and Contingent Liability Insurance shall be taken out and maintained to cover any Public Liability and Property Damage claim that might arise from the operation hereof regardless of whether such operation be by Corporation or by any person directly or indirectly employed by it. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person and not less than \$500,000 to cover all persons sustaining

E-08515

ETC 03854

injury or death as a result of each occurrence and for not less than \$100,000 to cover loss or damage to property resulting from each accident. The Comprehensive Liability policy shall be endorsed so that wherever the word "accident" appears in the policy, it will be changed to read "occurrence" as respects bodily injury liability. Such insurance shall not exclude injury to or destruction of wires, conduits, mines, sewers, or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground nor shall such insurance exclude blasting, explosion, or collapse.

(c) Automotive Public Liability and Property Damage Insurance shall be taken out and maintained to cover the interests of Corporation against any public liability or property damage claims arising from the operation of motor vehicles in performance of the work under this contract, whether such operation be by Corporation or any persons directly or indirectly employed by it. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl Corporation, Attention Insurance Supervisor, Box 341, Baton Rouge, Louisiana, prior to the commencement of work under this agreement. All certificates must include the following clause: "It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to the Ethyl Corporation, Attention Insurance Supervisor, Box 341, Baton Rouge, Louisiana, as evidenced by return receipt of registered mail." Corporation shall on request permit an authorized agent of Ethyl to examine the original copies of any and all insurance policies issued in compliance with the above requirements.

E-08516

ETC 03855

11.

During the continuance of this contract, Corporation will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal, State and local Governments, regulating and in regard to the employment of its employees in the performance thereof. Corporation indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making such payments.

12.

In the performance of the work authorized hereunder, Ethyl will from time to time release to Corporation and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Corporation hereby agrees that all information and know-how released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Corporation and all drawings, tracings, prints, and other information furnished to Corporation by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Corporation agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and know-how

E-08517

ETC 03856

acquired from Ethyl or developed by Corporation during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetra-ethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest made or conceived by personnel of Corporation while engaged in the performance of work authorized hereunder or resulting from information and know-how acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Corporation in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetra-ethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Corporation will make the fact of such discovery known to Ethyl as soon as it becomes known to Corporation. Corporation further agrees to request and use its best efforts in securing patent assignments to Corporation by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Corporation might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Corporation will secure from each person employed by it in the performance of work hereunder an agreement as follows:

To Barnard and Burk Industrial Corporation:

"In consideration of the remuneration paid me by Barnard and Burk Industrial Corporation, and in consideration, as a separate and sufficient com-

E-08518

ETC 03857

pensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Barnard and Burk Industrial Corporation, and assigned by it to work on assignments given to my employer by the Ethyl Corporation, I hereby agree:

"That any inventions or discoveries, or improvements, whether patentable or unpatentable, conceived by me or made in whole or in part by me during my employment with Barnard and Burk Industrial Corporation, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Barnard and Burk Industrial Corporation;

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior are the property of Barnard and Burk Industrial Corporation;

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Barnard and Burk Industrial Corporation, who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, know-how, or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing, and I will use particular care to insure that such information, know-how and data does not become known to those who are engaged in activities competitive with those of Barnard and Burk Industrial Corporation or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed

E-08519

ETC 03858

to others outside the Ethyl Corporation and Barnard and Burk Industrial Corporation. There will also be much information that is marginal, and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret and confidential. In those cases where doubt arises, I will obtain permission from Barnard and Burk Industrial Corporation, and Ethyl Corporation before using or divulging the information in question to others outside Barnard and Burk Industrial Corporation.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which said Barnard and Burk Industrial Corporation may reasonably require of me to vest in it all rights herein conveyed, said Barnard and Burk Industrial Corporation bearing all reasonable expenses incurred by me at its request in connection therewith;

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Barnard and Burk Industrial Corporation regarding its subject-matter.

Employee

Place _____

Date _____"

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1965, and extending through December 31, 1965. Ethyl shall have the right to cancel this agreement at any time by giving

E-08520

ETC 03859

Corporation sixty (60) days' written notice of such cancellation.

Ethyl and Corporation each bind themselves, their successors, executors, administrators, and assigns to the other parties to this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

Except as above, neither Ethyl nor Corporation shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

/s/ James N. Clement

/s/ A. W. Osborn

BARNARD AND BURK INDUSTRIAL CORPORATION

By /s/ John L. Daniel

~~J. S. Burk~~ Execut. Vice-President

/s/ V. O. Mitchell

/s/ H. S. Camp

ETHYL CORPORATION

By /s/ G. S. Roberts

G. S. Roberts
Chief Engineer

E-08521

ETC 03860

February 17, 1966

Mr. Jack S. Burk
Barnard & Burk Industrial Corporation
P. O. Box 15648
Baton Rouge, Louisiana

Dear Jack:

I have signed the contract between Barnard & Burk Industrial Corporation and Ethyl Corporation for the year 1966. Your copy of the contract is attached to this letter.

Please note that minor changes were made to page 5 and page 14, both as a result of your comments. On page 5, the phrase "or area practice" was inserted in line 4 to recognize this as a basis for payment of overtime at the rate of time-and-one-half. On Page 14, we have corrected the typographical errors which were in the last two lines, substituting "1966" for "1965" in each case.

Very truly yours,

G. S. Roberts
Chief Engineer

/s
Attach.

E-08522

ETC 03861

THIS AGREEMENT made and entered into this 29th day of December 1965 by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "ETHYL"), and BARNARD AND BURK INDUSTRIAL CORPORATION, a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana (hereinafter referred to as "CORPORATION").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Corporation represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff at Ethyl's Baton Rouge plant, such services to consist of furnishing mechanical development draftsmen designers, mechanical, piping, structural, and electrical draftsmen designers, design engineers, project engineers, specification engineers, and if requested, a design leader and/or squad leaders and "material take-off" personnel; and further represents that it is in a position to furnish engineering services to Ethyl at Corporation's offices in Baton Rouge, Louisiana;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Corporation and Ethyl as follows:

E-08523

ETC 03862

1.

Corporation will make available to Ethyl on a full-time basis the number and classification of engineering personnel that Ethyl from time to time designates it requires to provide the engineering services which are to be performed at Ethyl's Baton Rouge plant. Ethyl shall have the right to increase or reduce its prior designation at any time provided that, in the event Ethyl reduces its requirement for Corporation's engineering personnel without giving fifteen (15) days prior notice, Ethyl will pay Corporation an amount of money equal to two weeks straight time salary (as approved pursuant to Article 4 hereof) for each Corporation employee who as a result of such reduction no longer performs services hereunder, except and unless said Corporation employee continues in the employ of Corporation.

2.

During all such times as Corporation supplies engineering personnel assistance at Ethyl's Baton Rouge plant should Ethyl so request, it shall designate one of its employees furnished hereunder as "Design Leader". Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen designers furnished. The Design Leader shall also be in general charge of the project engineers, specification engineers, development draftsmen designers, and material take-off personnel furnished and shall be Corporation's representative in

E-08524

ETC 03863

all matters pertaining to those parts of this contract dealing with engineering services which are to be performed at Ethyl's Baton Rouge plant. During periods of relatively low engineering activity when Ethyl does not desire the services of a resident "Design Leader", Corporation shall designate one employee to handle necessary work hours reports, etc. required for payroll and billing computations, etc. The direction and coordination of the work of the project engineers, specification engineers, mechanical development draftsmen designers, design engineers and material take-off personnel furnished hereunder shall, however, be the responsibility of Ethyl.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Corporation shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Corporation shall, for any and all purposes, be deemed and considered employees of Corporation and not of Ethyl.

4.

Prior to Corporation assigning any of its engineering personnel for services which are to be performed at Ethyl's Baton Rouge plant, it shall submit to Ethyl the employee's qualifications and salary and said qualifications and salary shall be subject to and require Ethyl's approval. Similarly, any increases in salaries given by Corporation to such employees must have Ethyl's prior approval. Corporation will remove from the performance of such engineering service any

E-08525

ETC 03864

of its employees whom Ethyl requests to be removed by reason of said employee failing to perform in a satisfactory manner the services for which he was supplied, or for any other just cause.

5.

All engineering personnel furnished to perform services at Ethyl's Baton Rouge plant will be required to work a minimum of eight (8) hours per day for five (5) days per week. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

Ethyl agrees to provide the engineering personnel assigned to perform services at Ethyl's Baton Rouge plant with the working facilities deemed necessary by Ethyl, but Ethyl will not furnish drafting tools. Such tools are to be supplied by Corporation or by its employees at Corporation's election.

7.

As full compensation to Corporation for services rendered, performed, and furnished hereunder at Ethyl's Baton Rouge plant, Ethyl agrees to:

(a) Reimburse Corporation the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the personnel performing services under this agreement;

(b) Reimburse Corporation for that portion of total salaries which it has paid to personnel performing services under this agreement for work actually

performed in excess of forty hours per week in accordance with the following:

Such reimbursement will be the employee's straight time rate multiplied by the number of hours worked, except that when Corporation by reason of the Wage and Hour Law or area practice is required to pay time and one-half for hours worked in excess of forty hours per week, Ethyl will reimburse Corporation for hours worked in excess of forty hours per week at one and one-half the employee's straight time rate multiplied by the number of overtime hours worked;

(c) Pay Corporation to cover its profit, overhead, insurance, employment taxes, and all other costs, a fee equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No fee shall be paid on the premium portion of overtime rates;

(d) In computing salaries under paragraph 7(a), provided an employee of Corporation has performed services hereunder on Ethyl's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary for eight hours of straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If said holiday occurs during a scheduled vacation, or bona-fide illness, the requirement for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

E-08527

ETC 03866

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl at least three weeks in advance of the first day in the vacation period. This requirement is particularly important when the vacation period includes, or is adjacent to on either end, one or more holidays.

The term "bona-fide illness" shall be defined as illness confirmed by hospitalization or a doctor's signed statement.

In computing overtime pay for those employees of Corporation who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law, the following shall be observed:

"Holiday hours, payment for which said employee of Corporation has earned by working in accordance with the requirements of this section (Section 7), hours absent due to bona-fide illness, and scheduled vacation hours shall be considered as hours worked in determining total hours worked in a given week. This provision does not alter agreements stated elsewhere in this contract with respect to which party, Ethyl or Corporation, pays or reimburses for time lost due to holiday, scheduled vacation, or sickness; instead, its sole purpose is to establish the basis for reimbursement by Ethyl of payment of premium overtime during weeks which contain holiday(s), scheduled vacations, or periods of bona-fide illness. Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

E-08528

ETC 03867

Salaries paid by Corporation to its employees on other than official Ethyl holidays will not be reimbursed by Ethyl.

If a Corporation employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay, but in computing fee thereon such hours will be considered as overtime. For those employees who are normally paid at the rate of time and one-half for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining total hours worked in the week. Straight time fee of fifty per centum (50%) will apply to holiday time presumed to have been worked.

(e) Sums due under this Article 7 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized semi-monthly invoices submitted by Corporation.

8.

(a) Corporation will also perform for Ethyl at Corporation's offices in Baton Rouge, Louisiana, furnishing all supervision, direction, coordination, materials and supplies required, such engineering services and consulting engineering services as are requested by Ethyl. In the event Ethyl avails itself of such engineering services and consulting engineering services, it shall pay Corporation for the services the sum of the following fixed hourly rates:

E-08529

ETC 03868

<u>Classification</u>	<u>Hourly Rates</u>
Principal Engineers	\$ 17.00
Project Engineers and Department Heads	14.00
Senior Engineers and Section Heads	12.00
Checkers, Senior Designers, Specification Writers and Estimators	9.00
Designers and Senior Draftsmen	8.00
Junior Designers and Draftsmen	7.00
Stenographer-Clerk	4.75
Reproduction of drawings by the ammonia process	0.08 per sq. ft.

These rates include wages, salaries, vacation pay, holiday allowance, sick leave, travel expenses, payroll taxes, and insurance premiums which are a function of payroll, such as workmen's compensation, public liability and property damage insurance, cost of all materials, drafting and engineering supplies (except tracing cloth which Ethyl will furnish), overhead and profit.

(b) If Corporation in the performance of engineering work for Ethyl at Corporation's Baton Rouge offices, makes use of personnel which it has assigned to work at Ethyl's Baton Rouge plant, Ethyl shall pay Corporation for the time spent by such personnel on the basis of approved straight time salary reimbursement plus a fee of fifty per cent (50%) thereof. This basis of paying Corporation for the engineering services performed by such personnel shall be in lieu of the rate schedule in subparagraph (a) above, it being the intention of the parties that the hourly rate schedule shall not apply when Corporation's personnel regularly assigned to work at Ethyl's Baton Rouge plant perform services on Ethyl's work at Corporation's Baton Rouge office.

(c) Sums due under this Article 8 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized invoices submitted by Corporation at the end of each month.

9.

All engineering personnel furnished shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Corporation will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Corporation and in the name of Ethyl Corporation as respective interests may appear:

(a) Workmen's Compensation and Employer's Liability Insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State of Louisiana, including occupational disease coverage and medical reimbursement, covering all employees working at, on, or away from the premises in the performance hereof. In addition, Employer's Liability insurance with limits of at least \$100,000 per person and \$100,000 aggregate with respect to all claims during each policy period, shall be carried to cover disease and injuries not covered under the Workmen's Compensation Law.

(b) Comprehensive General Liability and Contingent Liability Insurance shall be taken out and maintained to cover any Public Liability and Property Damage claim that might arise from the operation hereof regardless of whether such operation be by Corporation or by any person directly or indirectly employed by it. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person and not less than \$500,000 to cover all persons sustaining

injury or death as a result of each occurrence and for not less than \$100,000 to cover loss or damage to property resulting from each accident. The Comprehensive Liability policy shall be endorsed so that wherever the word "accident" appears in the policy, it will be changed to read "occurrence" as respects bodily injury liability. Such insurance shall not exclude injury to or destruction of wires, conduits, mines, sewers, or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground nor shall such insurance exclude blasting, explosion, or collapse.

(c) Automotive Public Liability and Property Damage Insurance shall be taken out and maintained to cover the interests of Corporation against any public liability or property damage claims arising from the operation of motor vehicles in performance of the work under this contract, whether such operation be by Corporation or any persons directly or indirectly employed by it. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl Corporation, Attention Insurance Supervisor, Box 341, Baton Rouge, Louisiana, prior to the commencement of work under this agreement. All certificates must include the following clause: "It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to the Ethyl Corporation, Attention Insurance Supervisor, Box 341, Baton Rouge, Louisiana, as evidenced by return receipt of registered mail." Corporation shall on request permit an authorized agent of Ethyl to examine the original copies of any and all insurance policies issued in compliance with the above requirements.

E-08532

ETC 03871

11.

During the continuance of this contract, Corporation will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal, State and local Governments, regulating and in regard to the employment of its employees in the performance thereof. Corporation indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making such payments.

12.

In the performance of the work authorized hereunder, Ethyl will from time to time release to Corporation and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Corporation hereby agrees that all information and know-how released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise, will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Corporation and all drawings, tracings, prints, and other information furnished to Corporation by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Corporation agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and know-how

E-08533

ETC 03872

acquired from Ethyl or developed by Corporation during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetra-ethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest made or conceived by personnel of Corporation while engaged in the performance of work authorized hereunder or resulting from information and know-how acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Corporation in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetra-ethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Corporation will make the fact of such discovery known to Ethyl as soon as it becomes known to Corporation. Corporation further agrees to request and use its best efforts in securing patent assignments to Corporation by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Corporation might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Corporation will secure from each person employed by it in the performance of work hereunder an agreement as follows:

To Barnard and Burk Industrial Corporation:

"In consideration of the remuneration paid me by Barnard and Burk Industrial Corporation, and in consideration, as a separate and sufficient com-

E-08534

ETC 03873

pensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Barnard and Burk Industrial Corporation, and assigned by it to work on assignments given to my employer by the Ethyl Corporation, I hereby agree:

"That any inventions or discoveries, or improvements, whether patentable or unpatentable, conceived by me or made in whole or in part by me during my employment with Barnard and Burk Industrial Corporation, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Barnard and Burk Industrial Corporation;

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior are the property of Barnard and Burk Industrial Corporation;

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Barnard and Burk Industrial Corporation, who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, know-how, or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing, and I will use particular care to insure that such information, know-how and data does not become known to those who are engaged in activities competitive with those of Barnard and Burk Industrial Corporation or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed

E-08535

ETC 03874

to others outside the Ethyl Corporation and Barnard and Burk Industrial Corporation.

There will also be much information that is marginal, and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret and confidential.

In those cases where doubt arises, I will obtain permission from Barnard and Burk Industrial Corporation, and Ethyl Corporation before using or divulging the information in question to others outside Barnard and Burk Industrial Corporation.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which said Barnard and Burk Industrial Corporation may reasonably require of me to vest in it all rights herein conveyed, said Barnard and Burk Industrial Corporation bearing all reasonable expenses incurred by me at its request in connection therewith;

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Barnard and Burk Industrial Corporation regarding its subject-matter.

Employee

Place _____

Date _____"

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1966, and extending through December 31, 1966. Ethyl shall have the right to cancel this agreement at any time by giving

E-08536

ETC 03875

Corporation sixty (60) days' written notice of such cancellation.

Ethyl and Corporation each bind themselves, their successors, executors, administrators, and assigns to the other parties to this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

Except as above, neither Ethyl nor Corporation shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

Lois S. Morales
Claudia Gomez

BARNARD AND BURK INDUSTRIAL CORPORATION

By John L. Daniel
~~XXXXXXBOOK~~ JOHN L. DANIEL
EXECUTIVE VICE PRESIDENT

V. C. Mitchell
H. A. Camp

ETHYL CORPORATION

By G. S. Roberts
G. S. Roberts
Chief Engineer

E-08537

ETC 03876

Redone

performed in excess of forty hour^s per week in accordance with the following:

Such reimbursement will be the employee's straight time rate multiplied by the number of hours worked, except that when Corporation by reason of the Wage and Hour Law ^{or any practice} is required to pay time and one-half for hours worked in excess of forty hours per week, Ethyl will reimburse Corporation for hours worked in excess of forty hours per week at one and one-half the employee's straight time rate multiplied by the number of overtime hours worked;

(c) Pay Corporation to cover its profit, overhead, insurance, employment taxes, and all other costs, a fee equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No fee shall be paid on the premium portion of overtime rates;

(d) In computing salaries under paragraph 7(a), provided an employee of Corporation has performed services hereunder on Ethyl's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary for eight hours of straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If said holiday occurs during a scheduled vacation, or bona-fide illness, the requirement for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

E-08538

ETC 03877

Redone

14.

to others outside the Ethyl Corporation and Barnard and Burk Industrial Corporation.

There will also be much information that is marginal, and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret and confidential.

In those cases where doubt arises, I will obtain permission from Barnard and Burk Industrial Corporation, and Ethyl Corporation before using or divulging the information in question to others outside Barnard and Burk Industrial Corporation.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which said Barnard and Burk Industrial Corporation may reasonably require of me to vest in it all rights herein conveyed, said Barnard and Burk Industrial Corporation bearing all reasonable expenses incurred by me at its request in connection therewith;

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Barnard and Burk Industrial Corporation regarding its subject-matter.

Employee

Place _____

Date _____

The term of this agreement shall be for a period of twelve (12) months

commencing on the 1st day of January, 1966, and extending through December 31,

1966. Ethyl shall have the right to cancel this agreement at any time by giving

E-08539

ETC 03878

7. *MSG, Keep this copy
+ send the other to
Kyle w/ his copies
of final contract.
M*

As full compensation to Corporation for services rendered, performed, and furnished hereunder at Ethyl's Baton Rouge plant, Ethyl agrees to:

(c) Reimburse Corporation the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the ~~engineering~~ personnel performing services under this agreement;

(b) Reimburse Corporation for that portion of total salaries which it has paid to personnel performing services under this agreement for work actually performed in excess of forty hours per week in accordance with the following: Such reimbursement will be the employee's straight time rate multiplied by the number of hours worked, except that where Corporation by reason of the Wage and Hour Law is required to pay time and one-half for hours worked in excess of forty hours per week, Ethyl will reimburse Corporation for hours worked in excess of forty hours per week at one and one-half the employee's straight time rate multiplied by the number of overtime hours worked;

(c) Pay Corporation to cover its profit, overhead, insurance, employment taxes, and all other costs, a fee equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No fee shall be paid on the premium portion of overtime rates;

(d) In computing salaries under paragraph 7(a), provided an employee of Corporation has performed services hereunder on Ethyl's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary for eight hours of straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If an official holiday

*as said
Contract*

E-08540

ETC 03879

occurs during a scheduled vacation, or bona-fide^{fide} illness, the requirement for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled workdays likewise occur during the scheduled vacation, or bona-fide^{fide} illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation, or bona-fide^{fide} illness.

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl at least three weeks in advance of the first day in the vacation period. This requirement is particularly important when the vacation period includes, or is adjacent to on either end, one or more holidays.

The term "bona-fide^{fide} illness" shall be defined as illness confirmed by hospitalization or a doctor's signed statement.

In computing overtime pay for those employees of Corporation who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law, the following shall be observed:

"Holiday hours, payment for which said employee of Corporation has earned by working in accordance with the requirements of this section (Section 7), and hours absent due to bona-fide illness ^{and scheduled vacation} shall be considered as hours worked in determining total hours worked in a given week. This provision does not alter agreements stated elsewhere in this contract with ^{party, Ethyl or Corporation,} respect to which party pays or reimburses for time lost due to holidays, or sickness; instead, its sole purpose is to ^{establish} ~~clarify~~ the basis for ^{reimbursement by Ethyl of} payment of premium overtime during weeks which contain holiday(s), ^{scheduled vacations,} or periods of bona-fide illness. Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

E-08541

Salaries paid by Corporation to its employees on other than official Ethyl holidays will not be reimbursed by Ethyl.

If a Corporation employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay, but in computing fee thereon such hours will be considered as overtime. For those employees who are normally paid at the rate of time and one-half for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining total hours worked in the week. Straight time fee of fifty per centum (50%) will apply to holiday time presumed to have been worked.

E-08542

ETC 03881

As full compensation to Corporation for services rendered, performed, and furnished hereunder at Ethyl's Baton Rouge plant, Ethyl agrees to:

(a) Reimburse Corporation the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the ~~engineering~~ personnel performing services under this agreement;

(b) Reimburse Corporation for that portion of total salaries which it has paid to personnel performing services under this agreement for work actually performed in excess of forty hours per week in accordance with the following: Such reimbursement will be the employee's straight time rate multiplied by the number of hours worked, except that when Corporation by reason of the Wage and Hour Law is required to pay time and one-half for hours worked in excess of forty hours per week, Ethyl will reimburse Corporation for hours worked in excess of forty hours per week at one and one-half the employee's straight time rate multiplied by the number of overtime hours worked;

(c) Pay Corporation to cover its profit, overhead, insurance, employment taxes, and all other costs, a fee equal to fifty per centum (50%) of straight time pay rate for all hours actually worked, including those in excess of forty hours per week. No fee shall be paid on the premium portion of overtime rates;

(d) In computing salaries under paragraph 7(a), provided an employee of Corporation has performed services hereunder on Ethyl's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary for eight hours of straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If an official holiday

Handwritten signature/initials

E-08543

ETC 03882

occurs during a scheduled vacation, or bona-fide^{file} illness, the requirement for performance of work by the employees on Ethyl's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled workdays likewise occur during the scheduled vacation, or bona-fide^{file} illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation, or bona-fide^{file} illness.

The term "scheduled vacation" shall be defined as a vacation period approved by Ethyl at least three weeks in advance of the first day in the vacation period. This requirement is particularly important when the vacation period includes, or is adjacent to on either end, one or more holidays.

The term "bona-fide^{file} illness" shall be defined as illness confirmed by hospitalization or a doctor's signed statement.

In computing overtime pay for those employees of Corporation who are paid for hours in excess of forty hours per week at the rate of time and one-half, by reason of the Wage and Hour Law, the following shall be observed:

"Holiday hours, payment for which said employee of Corporation has earned by working in accordance with the requirements of this section (Section 7), and ^{and scheduled vacation hours} hours absent due to bona-fide illness shall be considered as hours worked in determining total hours worked in a given week. This provision does not alter agreements stated elsewhere in this contract with ^{party, Ethyl or Corporation,} respect to which party ^{scheduled vacation} pays or reimburses for time lost due to holidays, or sickness; instead, its sole purpose is to ^{establish} ~~clarify~~ the basis for ^{reimbursement by Ethyl of} payment of premium overtime during weeks which contain holiday(s), ^{scheduled vacations,} or periods of bona-fide illness. Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

E-08544

ETC 03883

Salaries paid by Corporation to its employees on other than official Ethyl holidays will not be reimbursed by Ethyl.

If a Corporation employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay, but in computing fee thereon such hours will be considered as overtime. For those employees who are normally paid at the rate of time and one-half for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining total hours worked in the week. Straight time fee of fifty per centum (50%) will apply to holiday time presumed to have been worked.

E-08545

ETC 03884

January 18, 1965

Mr. John L. Daniel
Executive Vice President
Barnard and Burk Industrial Corporation
1023 Nicholson Drive
Baton Rouge, Louisiana

Dear Johnny:

Attached for your files is one copy of the signed
contract with Ethyl for the year 1965.

Very truly yours,

G. S. Roberts 
Chief Engineer

GSR:meg

attch.

E-08546

ETC 03885

BARNARD AND BURK INDUSTRIAL CORPORATION

1023 NICHOLSON DRIVE
BATON ROUGE, LOUISIANA

January 13, 1965

Mr. G. S. Roberts, Chief Engineer
Ethyl Corporation
Engineering Department
P. O. Box 341
Baton Rouge, Louisiana

Dear Sam:

Enclosed are the two copies of the proposed contract with your firm for the year 1965. As you will note, I have signed for our corporation since Jack is out of the country. It is my understanding this was approved by your legal department.

It is my understanding that when final approval has been received, one copy of the agreement will be returned to us.

Yours very truly,

BARNARD AND BURK
INDUSTRIAL CORPORATION


John L. Daniel
Executive Vice President

JLD/cll
Encl.

E-08547

ETC 03886

V

1 RICH BRB 1-7-65
4 NY BRB
2 BR BRB

CONFIDENTIAL

TO: MR F D GOTTWALD, SR. - RICH
MR F D GOTTWALD, JR. - RICH
MR B C GOTTWALD - RICH
DR G F KIRBY - BRB
MR W R PERDUE - NY

CC: MR J A COSTELLO - NY
MR E M HARVEY - NY
MR G O HAYES - BRB
MR A W HELWIG - BR
MR J H KIRBY - NY
MR F J MC-NALLY - NY
MR M P MURDOCK - NY
MR G S ROBERTS - BR ✓
MR K SWARTWOOD - BR

RE: SUMMARY OF EXECUTIVE COMMITTEE APPROVALS AT MEETING OF 1-5 THRU
1-6-65 AT BATON ROUGE

1. DISTRIBUTOR CONTRACT - RIGID VINYL PANELS (MEMO 12-30-64, CMN)
2. SUPPLEMENTAL AGREEMENT WITH CATALYSTS AND CHEMICALS (MEMO 12-9-64, KS)
3. CEPSA CONTRACT - RATIFIED INTERIM ACTION (PER 12-23-64 TT, KFC TO FDG, JR.)
4. MODIFICATION OF ETHYL OF CANADA VACATION POLICY (MEMO 12-30-64, ACT)
- File*
5. CONTINUING CONTRACTS (ENGINEERING) FOR 1965 (MEMO 12-29-64, GSR)
6. AK-33 AND CI-2 PRICING REQUEST (MEMO 1-4-65, WRP)
7. CHRONIC TOXICITY TESTS WITH 702 (MEMO 12-22-64, RS)

R HERZOG - 10:15 AM CST EBJ

E-08548

ETC 03887

bcc: Mr. C. A. Kyle
Mr. V. O. Mitchell

January 12, 1965

Mr. Jack S. Burk
Barnard & Burk Industrial Corporation
1023 Nicholson Drive
Baton Rouge 2, Louisiana

Dear Jack:

Enclosed are two copies of the proposed contract between Barnard & Burk Industrial Corporation and Ethyl Corporation for the year 1965. If you are in accord, please sign and return both copies, one of which will be returned to you after final approval.

Please note that we have accepted the recommendation made in your Mr. John L. Daniel's letter of December 10, 1964.

Very truly yours,

G. S. Roberts
Chief Engineer

/s
Encls.

E-08549

ETC 03888

Dr. G. F. Kirby

G. S. Roberts

Continuing Contracts for 1965

December 29, 1965

This is to request authority to sign the following contracts for renewal in 1965:

I. Drafting and Design Contract - Barnard & Burk

This contract is to furnish sufficient manpower of specified qualifications to supplement the Ethyl manpower in the Engineering Department. The total contract cost per man-year is approximately \$11,200; however, book cost will be in the range of \$300-\$400 per year higher due to prorated housing charges.

Should Ethyl employ equivalent personnel in lieu of continuing this contract, a book cost of \$12,700 (or an incremental cost of \$9,600) would result. A fluctuation of contract manpower between 117 and 31 was experienced during 1964 and the maximum and minimum anticipated for 1965 is 117 and 46, respectively. The recently revised 1965 Engineering Department budget allows for an average of 83 man-years of contract work at an estimated contract cost of \$930,000. Since the timing and number of personnel required is subject to considerable variation, the advantage of short term availability of contract personnel justifies the unit cost of contract over incremental Ethyl cost.

The proposed contract will include, as in 1964, a 50 per cent fee on straight time salaries as well as the straight time rate for overtime hours worked.

In the schedule of rates, an increase for services rendered in their offices is included. This option is seldom used to a significant extent. Also, the section which provides for reimbursement of overtime pay at the rate of time-and-one-half, for those employees

E-08550

ETC 03889

eligible under the Wage and Hour Law, was modified to conform with current area practice.

II. Drafting and Design Contract - Walk, Haydel & Associates

In July of 1964, we entered into an agreement with the above company to obtain contract manpower beyond the level which Barnard and Burk could supply. We have operated on a purchase order basis to date; however, we propose at this time to establish a contract, similar in all respects to the Barnard & Burk contract, for the coming year.

The proposed contract will include, as in the Barnard and Burk contract, a 50 per cent fee on straight time salaries as well as the straight time rate for overtime hours worked; however, charges incurred thus far indicate that the total contract cost is approximately 11% higher when compared with Barnard and Burk.

III. Concrete Testing Laboratory Services - Shilstone Testing Laboratory

Bids were taken for 1965 concrete inspection and testing services for the Baton Rouge plant from Pittsburg Testing Laboratory, Shilstone Testing Laboratory and Delta Testing and Inspection, Incorporated. We propose to renew the existing contract with Shilstone. All three bidders quoted essentially the same unit prices, representing no increase over 1964 rates; however, Shilstone continues to offer a 10 per cent discount and their prior services have been satisfactory. The amount of this contract is always indeterminate but we estimate that it will fall between \$1,000 and \$1,500. The actual cost for services provided by this contract is normally charged to the projects using the concrete.

Although we have an existing agreement with Bovey Engineers, Incorporated, similar to that which we have with Walk, Haydel and Associates, it is not our intention to renew or finalize this in the form of a continuing

E-08551

ETC 03890

Dr. G. F. Kirby
Page 3
December 29, 1964

contract. The Bovay rate structure is higher than that of other companies that have made proposals to us and we cannot justify the higher cost. We now plan to release their engineers as present assignments are completed, following the end of a six month trial period which began in August of 1964. Since the Engineering Services Section of Research and Development in Houston has a continuing contract with Bovay, any further need for their services in this department could be handled on a purchase order basis, referring to the existing contract.

G. S. Roberts

GSR:jd

E-08552

ETC 03891

December 29, 1964

Barnard & Burk Industrial Corporation
1023 Nicholson Drive
Baton Rouge, Louisiana

Attention: Mr. A. W. Osborn

Dear Sir:

Our manpower requirements for the month of January have been finalized and our needs for additional personnel are now as follows:

- 1 Project Engineer
- 2 Mechanical Engineers
- 1 Civil Engineer
- 1 Instrument Engineer
- *6 Mechanical Draftsmen
- 2 Modelbuilders

Please regard the above list as superseding all previous requests and agreements. Your efforts to supply these men during the early part of January will be appreciated. Also, Mr. Bissonnette should be replaced as soon as possible.

*These men were all scheduled on this date, 12-24-64. They are King, Hall, Picard, Holland, Gilbert and Stringer.

Very truly yours,

V. O. Mitchell, Superintendent
Engineering Services Section

VOM:jd

E-08553

ETC 03892

Mrs. Esther L. Pierce

New York

C. A. Kyle

Baton Rouge

Barnard & Burk, Inc. - Engineering
Services Agreement - Amendment

October 12, 1964

Executed copy of referenced amendment is
enclosed for your files. Conformed copies are being
forwarded to:

W. F. Armstrong
C. E. Colvin
R. H. Cowlishaw
G. F. Kirby
G. C. Hayes
W. R. Perdue, Jr.
G. S. Roberts ✓
F. P. Warne

C. A. Kyle

CAK:ejh
Encl.

E-08554

ETC 03893

September 17, 1964

Barnard & Burk Industrial Corporation
1023 Nicholson Drive
Baton Rouge, Louisiana

Attention: Mr. Jack S. Burk, President

Gentlemen:

Subject: Addendum to Engineering Services
Agreement Dated January 17, 1964

Under this addendum Barnard & Burk Industrial Corporation will make available to Ethyl Corporation the office space necessary to house: (1) Barnard & Burk personnel employed under referenced agreement, (2) personnel employed to perform engineering work for Ethyl Corporation under Engineering Service Agreements between Ethyl and other parties, (3) certain supervisory Ethyl personnel engaged in the engineering of Ethyl construction programs, and (4) necessary equipment and furnishings needed by these personnel. In addition, Barnard & Burk will furnish such auxiliary equipment as requested by Ethyl.

Such space will initially consist of approximately 7,300 square feet located on the seventh floor of the Commerce Building at 333 Laurel Street, Baton Rouge, Louisiana, to be leased by Barnard & Burk from Mr. Shepard Latta for a period of one year at the annual rate of \$3.75 per square foot, payable monthly in advance and starting on or about October 12, 1964.

Necessary alterations to building will be made by the lessor in accordance with Ethyl specifications as part of lease agreement. Generally, furniture and fixtures will be furnished by Ethyl. The rental, alterations, and equipment expenses shall be reimbursable items.

Barnard & Burk personnel provided in accordance with referenced agreement and housed in said space, will, for the purposes of said agreement, be considered as if actually physically employed at Ethyl's Baton Rouge Plant site, except for the payment of parking costs of contractor employees, which parking costs shall not be fee bearing. Qualifications and salaries of office and clerical employees shall be subject to and require Ethyl's approval.

Yours very truly,

G. S. Roberts

G. S. Roberts, Chief Engineer

Accepted:

BARNARD & BURK INDUSTRIAL CORPORATION

By *[Signature]* Title President
Date Sept. 18, 1964

E-08555

ETC 03894

October 7, 1964

Barnard & Burk Industrial Corporation
1023 Nicholson Drive
Baton Rouge, Louisiana

Attention: Mr. Jack S. Burk, President

Gentlemen:

Subject: Commerce Building Offices,
Equipment and Furnishings

With reference to our addendum to engineering services agreement dated September 17, 1964, we would like to further amend this agreement to cover all major items of equipment, furniture and fixtures.

Under this addendum Barnard & Burk Industrial Corporation will furnish all office furniture and fixtures, reproduction equipment, adding machines, typewriters, calculators, etc., as may be required to operate a separate and independent design facility. We understand that Ethyl will approve specifications on all of the above items prior to purchase by Barnard & Burk. The furniture and fixture expenses shall be reimbursable items.

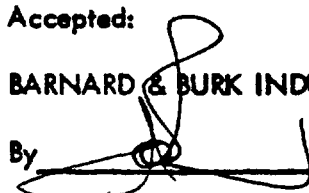
Upon termination of the Commerce Building lease and/or the engineering services agreement between Ethyl and Barnard & Burk, it is agreed that all items of furniture, fixtures and equipment for which expenses have been reimbursed by Ethyl shall become the sole property of Ethyl Corporation.

Very truly yours,


G. S. Roberts, Chief Engineer

Accepted:

BARNARD & BURK INDUSTRIAL CORPORATION

By 

Title 

Date 10-12-64

E-08556

ETC 03895

October 7, 1964

Barnard & Burk Industrial Corporation
1023 Nicholson Drive
Baton Rouge, Louisiana

Attention: Mr. Jack S. Burk, President

Gentlemen:

Subject: Commerce Building Offices,
Equipment and Furnishings

With reference to our addendum to engineering services agreement dated September 17, 1964, we would like to further amend this agreement to cover all major items of equipment, furniture and fixtures.

Under this addendum Barnard & Burk Industrial Corporation will furnish all office furniture and fixtures, reproduction equipment, adding machines, typewriters, calculators, etc., as may be required to operate a separate and independent design facility. We understand that Ethyl will approve specifications on all of the above items prior to purchase by Barnard & Burk. The furniture and fixture expenses shall be reimbursable items.

Upon termination of the Commerce Building lease and/or the engineering services agreement between Ethyl and Barnard & Burk, it is agreed that all items of furniture, fixtures and equipment for which expenses have been reimbursed by Ethyl shall become the sole property of Ethyl Corporation.

Very truly yours,


G. S. Roberts, Chief Engineer

OIC
RA Kyle

Accepted:

BARNARD & BURK INDUSTRIAL CORPORATION

By _____ Title _____

Date _____

E-08557

ETC 03896

Mrs. Esther Pierce

New York

C. A. Kyle

Baton Rouge

Barnard & Burk, Inc. -
Engineering Services

February 10, 1964

Executed copy of referenced 1964 agreement is
enclosed for your files. Conformed copies are being
forwarded to;

W. F. Armstrong
A. C. Burdick
C. E. Colvin
R. H. Cowlishaw
G. F. Kirby
W. R. Perdue, Jr.
~~G. S. Roberts~~
F. P. Warne

2/11

C. A. Kyle

CAK:sjh
Encl.

E-08558

ETC 03897

THIS AGREEMENT made and entered into this 17 day of January, 1964, by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "ETHYL"), and BARNARD AND BURK INDUSTRIAL CORPORATION, a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana (hereinafter referred to as "CORPORATION").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Corporation represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff at Ethyl's Baton Rouge plant, such services to consist of furnishing mechanical development draftsmen designers, mechanical, piping, structural, and electrical draftsmen designers, design engineers, project engineers, specification engineers, and if requested, a design leader and/or squad leaders and "material take-off" personnel; and further represents that it is in a position to furnish engineering services to Ethyl at Corporation's offices in Baton Rouge, Louisiana;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Corporation and Ethyl as follows:

E-08559

ETC 03898

1.

Corporation will make available to Ethyl on a full-time basis the number and classification of engineering personnel that Ethyl from time to time designates it requires to provide the engineering services which are to be performed at Ethyl's Baton Rouge plant. Ethyl shall have the right to increase or reduce its prior designation at any time provided that, in the event Ethyl reduces its requirement for Corporation's engineering personnel without giving fifteen (15) days prior notice, Ethyl will pay Corporation an amount of money equal to two weeks straight time salary (as approved pursuant to Article 4 hereof) for each Corporation employee who as a result of such reduction no longer performs services hereunder, except and unless said Corporation employee continues in the employ of Corporation.

2.

During all such times as Corporation supplies engineering personnel assistance at Ethyl's Baton Rouge plant should Ethyl so request, it shall designate one of its employees furnished hereunder as "Design Leader". Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen designers furnished. The Design Leader shall also be in general charge of the project engineers, specification engineers, development draftsmen designers, and material take-off personnel furnished and shall be Corporation's representative in

E-08560

ETC 03899

all matters pertaining to those parts of this contract dealing with engineering services which are to be performed at Ethyl's Baton Rouge plant. During periods of relatively low engineering activity when Ethyl does not desire the services of a resident "Design Leader", Corporation shall designate one employee to handle necessary work hours reports, etc. required for payroll and billing computations, etc. The direction and coordination of the work of the project engineers, specification engineers, mechanical development draftsmen designers, design engineers and material take-off personnel furnished hereunder shall, however, be the responsibility of Ethyl.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Corporation shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Corporation shall, for any and all purposes, be deemed and considered employees of Corporation and not of Ethyl.

4.

Prior to Corporation assigning any of its engineering personnel for services which are to be performed at Ethyl's Baton Rouge plant, it shall submit to Ethyl the employee's qualifications and salary and said qualifications and salary shall be subject to and require Ethyl's approval. Similarly, any increases in salaries given by Corporation to such employees must have Ethyl's prior approval. Corporation will remove from the performance of such engineering service any of its employees whom Ethyl requests to be removed by reason of said employee failing to perform in a satisfactory manner the services for which

E-08561

ETC 03900

he was supplied, or for any other just cause.

5.

All engineering personnel furnished to perform services at Ethyl's Baton Rouge plant will be required to work a minimum of eight (8) hours per day for five (5) days per week. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

Ethyl agrees to provide the engineering personnel assigned to perform services at Ethyl's Baton Rouge plant with the working facilities deemed necessary by Ethyl, but Ethyl will not furnish drafting tools. Such tools are to be supplied by Corporation or by its employees at Corporation's election.

7.

As full compensation for the services rendered, performed, and furnished hereunder at Ethyl's Baton Rouge plant, Ethyl agrees to:

(a) Reimburse Corporation the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the engineering personnel performing services under this agreement;

(b) Reimburse Corporation that part of the total salaries which it has paid to engineering personnel performing services under this agreement for

E-08562

ETC 03901

work actually performed in excess of forty hours per week in accordance with the following: Such reimbursement will be the employee's straight time rate times the number of overtime hours worked, except that when Corporation by reason of the Wage and Hour Law is required to pay time and one-half for hours worked in excess of forty hours per week, Ethyl will reimburse Corporation for hours worked in excess of forty hours per week at one and one-half the employee's straight time rate times the number of overtime hours worked.

*For Corporation's
overtime, Ethyl
shall be required
to pay 1.5 times
the straight time rate*

(c) Pay Corporation to cover its profit, overhead, insurance, employment taxes, and other cost, a fee equal to fifty per centum (50%) of straight time pay rate for all hours actually worked. No fee shall be paid on any premium portion of overtime rates.

(d) In computing salaries under paragraph 7 (a) provided an employee of Corporation has performed services hereunder on Ethyl's regular scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary for eight hours straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If contract holidays occur during scheduled vacation, or bona-fide illness, the requirement for performance of work by the employees on Ethyl's regular scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. Ethyl shall be notified at least 3 weeks in advance when an employee schedules any vacation, particularly when a holiday falls in the vacation period. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur

E-08563

ETC 03902

during the scheduled vacation, or bona-fide illness. Salaries paid by Corporation to its employees on any other holidays will not be reimbursed by Ethyl. If a Corporation employee has performed services hereunder on the regular scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours during which services were actually performed equivalent to the employee's straight time rate of pay but in computing fee thereon such hours will be considered as overtime. Straight time fee of fifty per cent (50%) will apply to holiday time presumed to have been worked.

(e) Sums due under this Article 7 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized semi-monthly invoices submitted by Corporation.

8.

(a) Corporation will also perform for Ethyl at Corporation's offices in Baton Rouge, Louisiana, furnishing all supervision, direction, coordination, materials and supplies required, such engineering services and consulting engineering services as are requested by Ethyl. In the event Ethyl avails itself of such engineering services and consulting engineering services, it shall pay Corporation

E-08564

ETC 03903

for the services the sum of the following fixed hourly rates:

<u>Classification</u>	<u>Hourly Rates</u>
<i>Principal Eng</i> Engineer in Charge <i>Proj Eng + Drafting</i>	12.00 12.00
<i>Grp Eng + Sect Hds</i> Group Leaders	10.00
Checkers, Senior Designers, Specification Writers and Estimators	9.25
Designers and Senior Draftsmen	8.50 7.00
Junior Designers and Draftsmen	7.75 8.00
Stenographer-Clerk	6.75 7.00
Reproduction of drawings by the ammonia process	4.75 4.75
	0.08 per sq. ft.

These rates include wages, salaries, vacation pay, holiday allowance, sick leave, travel expenses, payroll taxes, and insurance premiums which are a function of payroll, such as workmen's compensation, public liability and property damage insurance, cost of all materials, drafting and engineering supplies (except tracing cloth which Ethyl will furnish), overhead and profit.

(b) If Corporation in the performance of engineering work for Ethyl at Corporation's Baton Rouge offices, makes use of personnel which it has assigned to work at Ethyl's Baton Rouge plant, Ethyl shall pay Corporation for the time spent by such personnel on the basis of approved straight time salary reimbursement plus a fee of fifty per cent (50%) thereof. This basis of paying Corporation for the engineering services performed by such personnel shall be in lieu of the rate schedule in subparagraph (a) above, it being the intention of the parties that the hourly rate schedule shall not apply when Corporation's personnel regularly assigned to work at Ethyl's Baton Rouge plant perform services on Ethyl's work at Corporation's Baton Rouge office.

E-08565

ETC 03904

(c) Sums due under this Article 8 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized invoices submitted by Corporation at the end of each month:

9.

All engineering personnel furnished shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Corporation will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Corporation and in the name of Ethyl Corporation as respective interests may appear:

(a) Workmen's Compensation and Employer's Liability Insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State of Louisiana, including occupational disease coverage and medical reimbursement, covering all employees working at, on, or away from the premises in the performance hereof. In addition Employer's Liability insurance with limits of at least \$100,000 per person and \$100,000 aggregate with respect to all claims during each policy period, shall be carried to cover disease and injuries not covered under the Workmen's Compensation Law.

(b) Comprehensive General Liability and Contingent Liability Insurance shall be taken out and maintained to cover any Public Liability and Property

E-08566

ETC 03905

Damage claim that might arise from the operation hereof regardless of whether such operation be by Corporation or by any person directly or indirectly employed by it. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person and not less than \$500,000 to cover all persons sustaining injury or death as a result of each occurrence and for not less than \$100,000 to cover loss or damage to property resulting from each accident. The Comprehensive Liability policy shall be endorsed so that wherever the word "accident" appears in the policy, it will be changed to read "occurrence" as respects bodily injury liability. Such insurance shall not exclude injury to or destruction of wires, conduits, mines, sewers, or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground nor shall such insurance exclude blasting, explosion, or collapse.

(c) Automotive Public Liability and Property Damage Insurance shall be taken out and maintained to cover the interests of Corporation against any public liability or property damage claims arising from the operation of motor vehicles in performance of the work under this contract, whether such operation be by Corporation or any persons directly or indirectly employed by it. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl Corporation, Attention Insurance Supervisor, Box 341, Baton Rouge, Louisiana, prior to the commencement

E-08567

ETC 03906

of work under this agreement. All certificates must include the following clause:

"It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to the Ethyl Corporation, Attention Insurance Supervisor, Box 341, Baton Rouge, Louisiana, as evidenced by return receipt of registered mail."

Corporation shall on request permit an authorized agent of Ethyl to examine the original copies of any and all insurance policies issued in compliance with the above requirements.

11.

During the continuance of this contract, Corporation will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal, State and local Governments, regulating and in regard to the employment of its employees in the performance thereof. Corporation indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making such payments.

12.

In the performance of the work authorized hereunder, Ethyl will from time to time release to Corporation and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Corporation hereby agrees that all information and know-how released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise,

E-08568

ETC 03907

will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Corporation and all drawings, tracings, prints, and other information furnished to Corporation by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Corporation agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and know-how acquired from Ethyl or developed by Corporation during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest made or conceived by personnel of Corporation while engaged in the performance of work authorized hereunder or resulting from information and know-how acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Corporation in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Corporation will make the fact of

E-08569

ETC 03908

such discovery known to Ethyl as soon as it becomes known to Corporation. Corporation further agrees to request and use its best efforts in securing patent assignments to Corporation by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Corporation might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Corporation will secure from each person employed by it in the performance of work hereunder an agreement as follows:

To Barnard and Burk Industrial Corporation:

"In consideration of the remuneration paid me by Barnard and Burk Industrial Corporation, and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Barnard and Burk Industrial Corporation, and assigned by it to work on assignments given to my employer by the Ethyl Corporation, I hereby agree:

"That any inventions or discoveries, or improvements, whether patentable or unpatentable, conceived by me or made in whole or in part by me during my employment with Barnard and Burk Industrial Corporation, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Barnard and Burk Industrial Corporation;

"That I will keep such proper records as I may be directed by my

E-08570

ETC 03909

supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior are the property of Barnard and Burk Industrial Corporation;

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Barnard and Burk Industrial Corporation, who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, know-how, or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing, and I will use particular care to insure that such information, know-how and data does not become known to those who are engaged in activities competitive with those of Barnard and Burk Industrial Corporation or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside the Ethyl Corporation and Barnard and Burk Industrial Corporation. There will also be much information that is marginal, and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret and confidential. In those cases where doubt arises, I will obtain permission from Barnard and Burk Industrial Corporation, and Ethyl Corporation before using or divulging the information in question to others outside Barnard and Burk Industrial Corporation.

E-08571

ETC 03910

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which said Barnard and Burk Industrial Corporation may reasonably require of me to vest in it all rights herein conveyed, said Barnard and Burk Industrial Corporation bearing all reasonable expenses incurred by me at its request in connection therewith;

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Barnard and Burk Industrial Corporation regarding its subject-matter.

Employee

Place _____

Date _____"

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1964, and extending through December 31, 1964. Ethyl shall have the right to cancel this agreement at any time by giving Corporation sixty (60) days' written notice of such cancellation.

Ethyl and Corporation each bind themselves, their successors, executors, administrators, and assigns to the other parties to this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

E-08572

ETC 03911

Except as above, neither Ethyl nor Corporation shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

John L. Dussel
J. L. Dussel

BARNARD AND BURK INDUSTRIAL CORPORATION

By

J. S. Burk

Mary E. Walsh
Mary E. Walsh

ETHYL CORPORATION

By

A. C. Burdick, Jr.
Chief Engineer

E-08573

ETC 03912

VOM

Mrs. Esther Pierce

New York

C. A. Kyle

Baton Rouge

Barnard & Bark, Inc. -
Engineering Services

February 10, 1964

Executed copy of referenced 1964 agreement is
enclosed for your files. Conformed copies are being
forwarded to:

W. F. Armstrong

~~A. C. Burdick~~

C. E. Colvin

R. M. Cowlishaw

G. F. Kirby

W. H. Fardus, Jr.

G. S. Roberts

F. P. Warner

C. A. Kyle

CAK:sjh
Encl.

E-08574

ETC 03913

THIS AGREEMENT made and entered into this 17 day of January, 1964, by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "ETHYL"), and BARNARD AND BURK INDUSTRIAL CORPORATION, a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana (hereinafter referred to as "CORPORATION").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Corporation represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff at Ethyl's Baton Rouge plant, such services to consist of furnishing mechanical development draftsmen designers, mechanical, piping, structural, and electrical draftsmen designers, design engineers, project engineers, specification engineers, and if requested, a design leader and/or squad leaders and "material take-off" personnel; and further represents that it is in a position to furnish engineering services to Ethyl at Corporation's offices in Baton Rouge, Louisiana;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Corporation and Ethyl as follows:

E-08575

ETC 03914

1.

Corporation will make available to Ethyl on a full-time basis the number and classification of engineering personnel that Ethyl from time to time designates it requires to provide the engineering services which are to be performed at Ethyl's Baton Rouge plant. Ethyl shall have the right to increase or reduce its prior designation at any time provided that, in the event Ethyl reduces its requirement for Corporation's engineering personnel without giving fifteen (15) days prior notice, Ethyl will pay Corporation an amount of money equal to two weeks straight time salary (as approved pursuant to Article 4 hereof) for each Corporation employee who as a result of such reduction no longer performs services hereunder, except and unless said Corporation employee continues in the employ of Corporation.

2.

During all such times as Corporation supplies engineering personnel assistance at Ethyl's Baton Rouge plant should Ethyl so request, it shall designate one of its employees furnished hereunder as "Design Leader". Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen designers furnished. The Design Leader shall also be in general charge of the project engineers, specification engineers, development draftsmen designers, and material take-off personnel furnished and shall be Corporation's representative in

E-08576

ETC 03915

all matters pertaining to those parts of this contract dealing with engineering services which are to be performed at Ethyl's Baton Rouge plant. During periods of relatively low engineering activity when Ethyl does not desire the services of a resident "Design Leader", Corporation shall designate one employee to handle necessary work hours reports, etc. required for payroll and billing computations, etc. The direction and coordination of the work of the project engineers, specification engineers, mechanical development draftsmen designers, design engineers and material take-off personnel furnished hereunder shall, however, be the responsibility of Ethyl.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Corporation shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Corporation shall, for any and all purposes, be deemed and considered employees of Corporation and not of Ethyl.

4.

Prior to Corporation assigning any of its engineering personnel for services which are to be performed at Ethyl's Baton Rouge plant, it shall submit to Ethyl the employee's qualifications and salary and said qualifications and salary shall be subject to and require Ethyl's approval. Similarly, any increases in salaries given by Corporation to such employees must have Ethyl's prior approval. Corporation will remove from the performance of such engineering service any of its employees whom Ethyl requests to be removed by reason of said employee failing to perform in a satisfactory manner the services for which

E-08577

ETC 03916

he was supplied, or for any other just cause.

5.

All engineering personnel furnished to perform services at Ethyl's Baton Rouge plant will be required to work a minimum of eight (8) hours per day for five (5) days per week. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

Ethyl agrees to provide the engineering personnel assigned to perform services at Ethyl's Baton Rouge plant with the working facilities deemed necessary by Ethyl, but Ethyl will not furnish drafting tools. Such tools are to be supplied by Corporation or by its employees at Corporation's election.

7.

As full compensation for the services rendered, performed, and furnished hereunder at Ethyl's Baton Rouge plant, Ethyl agrees to:

(a) Reimburse Corporation the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the engineering personnel performing services under this agreement;

(b) Reimburse Corporation that part of the total salaries which it has paid to engineering personnel performing services under this agreement for

E-08578

ETC 03917

work actually performed in excess of forty hours per week in accordance with the following: Such reimbursement will be the employee's straight time rate times the number of overtime hours worked, except that when Corporation by reason of the Wage and Hour Law is required to pay time and one-half for hours worked in excess of forty hours per week, Ethyl will reimburse Corporation for hours worked in excess of forty hours per week at one and one-half the employee's straight time rate times the number of overtime hours worked.

(c) Pay Corporation to cover its profit, overhead, insurance, employment taxes, and other cost, a fee equal to fifty per centum (50%) of straight time pay rate for all hours actually worked. No fee shall be paid on any premium portion of overtime rates.

(d) In computing salaries under paragraph 7 (a) provided an employee of Corporation has performed services hereunder on Ethyl's regular scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary for eight hours straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If contract holidays occur during scheduled vacation, or bona-fide illness, the requirement for performance of work by the employees on Ethyl's regular scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. Ethyl shall be notified at least 3 weeks in advance when an employee schedules any vacation, particularly when a holiday falls in the vacation period. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur

E-08579

ETC 03918

during the scheduled vacation, or bona-fide illness. Salaries paid by Corporation to its employees on any other holidays will not be reimbursed by Ethyl. If a Corporation employee has performed services hereunder on the regular scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours during which services were actually performed equivalent to the employee's straight time rate of pay but in computing fee thereon such hours will be considered as overtime. Straight time fee of fifty per cent (50%) will apply to holiday time presumed to have been worked.

(e) Sums due under this Article 7 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized semi-monthly invoices submitted by Corporation.

8.

(a) Corporation will also perform for Ethyl at Corporation's offices in Baton Rouge, Louisiana, furnishing all supervision, direction, coordination, materials and supplies required, such engineering services and consulting engineering services as are requested by Ethyl. In the event Ethyl avails itself of such engineering services and consulting engineering services, it shall pay Corporation

E-08580

ETC 03919

for the services the sum of the following fixed hourly rates:

<i>Principal Engineers</i>	17.00
<u>Classification</u>	<u>Hourly Rates</u>
<i>Project Engineers & Dept. Head</i>	14.00
Engineer-in-Charge	\$10.00
Group Leaders <i>Supervisors and Section</i>	9.25 12.00
Checkers, Senior Designers, Specification Writers and Estimators	8.50 9.00
Designers and Senior Draftsmen	7.75 8.00
Junior Designers and Draftsmen	6.75 7.00
Stenographer-Clerk	4.75
Reproduction of drawings by the ammonia process	0.08 per sq. ft.

These rates include wages, salaries, vacation pay, holiday allowance, sick leave, travel expenses, payroll taxes, and insurance premiums which are a function of payroll, such as workmen's compensation, public liability and property damage insurance, cost of all materials, drafting and engineering supplies (except tracing cloth which Ethyl will furnish), overhead and profit.

(b) If Corporation in the performance of engineering work for Ethyl at Corporation's Baton Rouge offices, makes use of personnel which it has assigned to work at Ethyl's Baton Rouge plant, Ethyl shall pay Corporation for the time spent by such personnel on the basis of approved straight time salary reimbursement plus a fee of fifty per cent (50%) thereof. This basis of paying Corporation for the engineering services performed by such personnel shall be in lieu of the rate schedule in subparagraph (a) above, it being the intention of the parties that the hourly rate schedule shall not apply when Corporation's personnel regularly assigned to work at Ethyl's Baton Rouge plant perform services on Ethyl's work at Corporation's Baton Rouge office.

E-08581

ETC 03920

(c) Sums due under this Article 8 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized invoices submitted by Corporation at the end of each month.

9.

All engineering personnel furnished shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Corporation will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Corporation and in the name of Ethyl Corporation as respective interests may appear:

(a) Workmen's Compensation and Employer's Liability Insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State of Louisiana, including occupational disease coverage and medical reimbursement, covering all employees working at, on, or away from the premises in the performance hereof. In addition Employer's Liability insurance with limits of at least \$100,000 per person and \$100,000 aggregate with respect to all claims during each policy period, shall be carried to cover disease and injuries not covered under the Workmen's Compensation Law.

(b) Comprehensive General Liability and Contingent Liability Insurance shall be taken out and maintained to cover any Public Liability and Property

E-08582

ETC 03921

9.

Damage claim that might arise from the operation hereof regardless of whether such operation be by Corporation or by any person directly or indirectly employed by it. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person and not less than \$500,000 to cover all persons sustaining injury or death as a result of each occurrence and for not less than \$100,000 to cover loss or damage to property resulting from each accident. The Comprehensive Liability policy shall be endorsed so that wherever the word "accident" appears in the policy, it will be changed to read "occurrence" as respects bodily injury liability. Such insurance shall not exclude injury to or destruction of wires, conduits, mines, sewers, or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground nor shall such insurance exclude blasting, explosion, or collapse.

(c) Automotive Public Liability and Property Damage Insurance shall be taken out and maintained to cover the interests of Corporation against any public liability or property damage claims arising from the operation of motor vehicles in performance of the work under this contract, whether such operation be by Corporation or any persons directly or indirectly employed by it. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl Corporation, Attention Insurance Supervisor, Box 341, Baton Rouge, Louisiana, prior to the commencement

E-08583

ETC 03922

of work under this agreement. All certificates must include the following clause:

"It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to the Ethyl Corporation, Attention Insurance Supervisor, Box 341, Baton Rouge, Louisiana, as evidenced by return receipt of registered mail." Corporation shall on request permit an authorized agent of Ethyl to examine the original copies of any and all insurance policies issued in compliance with the above requirements.

11.

During the continuance of this contract, Corporation will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal, State and local Governments, regulating and in regard to the employment of its employees in the performance thereof. Corporation indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making such payments.

12.

In the performance of the work authorized hereunder, Ethyl will from time to time release to Corporation and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Corporation hereby agrees that all information and know-how released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise,

E-08584

ETC 03923

will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Corporation and all drawings, tracings, prints, and other information furnished to Corporation by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Corporation agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and know-how acquired from Ethyl or developed by Corporation during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest made or conceived by personnel of Corporation while engaged in the performance of work authorized hereunder or resulting from information and know-how acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Corporation in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Corporation will make the fact of

E-08585

ETC 03924

such discovery known to Ethyl as soon as it becomes known to Corporation. Corporation further agrees to request and use its best efforts in securing patent assignments to Corporation by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Corporation might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Corporation will secure from each person employed by it in the performance of work hereunder an agreement as follows:

To Barnard and Burk Industrial Corporation:

"In consideration of the remuneration paid me by Barnard and Burk Industrial Corporation, and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Barnard and Burk Industrial Corporation, and assigned by it to work on assignments given to my employer by the Ethyl Corporation, I hereby agree:

"That any inventions or discoveries, or improvements, whether patentable or unpatentable, conceived by me or made in whole or in part by me during my employment with Barnard and Burk Industrial Corporation, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Barnard and Burk Industrial Corporation;

"That I will keep such proper records as I may be directed by my

E-08586

ETC 03925

supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior are the property of Barnard and Burk Industrial Corporation;

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Barnard and Burk Industrial Corporation, who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, know-how, or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing, and I will use particular care to insure that such information, know-how and data does not become known to those who are engaged in activities competitive with those of Barnard and Burk Industrial Corporation or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside the Ethyl Corporation and Barnard and Burk Industrial Corporation. There will also be much information that is marginal, and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret and confidential. In those cases where doubt arises, I will obtain permission from Barnard and Burk Industrial Corporation, and Ethyl Corporation before using or divulging the information in question to others outside Barnard and Burk Industrial Corporation.

E-08587

ETC 03926

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which said Barnard and Burk Industrial Corporation may reasonably require of me to vest in it all rights herein conveyed, said Barnard and Burk Industrial Corporation bearing all reasonable expenses incurred by me at its request in connection therewith;

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Barnard and Burk Industrial Corporation regarding its subject-matter.

Employee

Place _____

Date _____"

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1964, and extending through December 31, 1964. Ethyl shall have the right to cancel this agreement at any time by giving Corporation sixty (60) days' written notice of such cancellation.

Ethyl and Corporation each bind themselves, their successors, executors, administrators, and assigns to the other parties to this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

E-08588

ETC 03927

Except as above, neither Ethyl nor Corporation shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

John L. Russell
Ch. H. Allen

BARNARD AND BURK INDUSTRIAL CORPORATION

By

J. S. Burk

ETHYL CORPORATION

By

A. C. Burdick, Jr.
Chief Engineer

Mary E. Walsh
Mary E. Walsh

E-08589

ETC 03928

VEDV
3 BR NY

1-17-64

3 BRB NY

CONFIDENTIAL

A C BURDICK BR ✓

CC: DR. G F KIRBY BRB

MR. TURNER THIS MORNING APPROVED YOUR REQUEST FOR AUTHORITY
TO SIGN THE CONTRACTS WITH BARNARD & BURK AND SHILSTONE FOR 1964,
AS PER YOUR MEMO OF JANUARY 7, 1964 TO MR. TURNER

R HERZOG NY 11:20 P EST JB

E-08590

ETC 03929

ETHYL CORPORATION

INTER-OFFICE

To	Mr. H. A. Savage	Address	New York
From	C. A. Kyle	Address	Baton Rouge
Subject	Barnard & Burk, Inc. Engineering Services - 1963	Date	March 21, 1963

Executed copy of referenced agreement is enclosed for your files. Conformed copies are being forwarded to:

W. F. Armstrong
A. C. Burdick ✓
C. E. Colvin
R. H. Cowlshaw
G. F. Kirby
W. R. Perdue, Jr.
G. S. Roberts
F. P. Warne

C. A. Kyle

CAK:sjh
Encl.

E-08591

ETC 03930

THIS AGREEMENT made and entered into this 7 day of January, 1963, by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "ETHYL"), and BARNARD AND BURK INDUSTRIAL CORPORATION, a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana (hereinafter referred to as "CORPORATION").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Corporation represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff at Ethyl's Baton Rouge plant, such services to consist of furnishing mechanical development draftsmen designers, mechanical, piping, structural, and electrical draftsmen designers, design engineers, project engineers, specification engineers, and if requested, a design leader and/or squad leaders and "material take-off" personnel; and further represents that it is in a position to furnish engineering services to Ethyl at Corporation's offices in Baton Rouge, Louisiana;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by Corporation and Ethyl as follows:

E-08592

ETC 03931

1.

Corporation will make available to Ethyl on a full-time basis the number and classification of engineering personnel that Ethyl from time to time designates it requires to provide the engineering services which are to be performed at Ethyl's Baton Rouge plant. Ethyl shall have the right to increase or reduce its prior designation at any time provided that, in the event Ethyl reduces its requirement for Corporation's engineering personnel without giving fifteen (15) days prior notice, Ethyl will pay Corporation an amount of money equal to two weeks straight time salary (as approved pursuant to Article 4 hereof) for each Corporation employee who as a result of such reduction no longer performs services hereunder, except and unless said Corporation employee continues in the employ of Corporation.

2.

During all such times as Corporation supplies engineering personnel assistance at Ethyl's Baton Rouge plant should Ethyl so request, it shall designate one of its employees furnished hereunder as "Design Leader". Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen designers furnished. The Design Leader shall also be in general charge of the project engineers, specification engineers, development draftsmen designers, and material take-off personnel furnished and shall be Corporation's representative in

E-08593

ETC 03932

all matters pertaining to those parts of this contract dealing with engineering services which are to be performed at Ethyl's Baton Rouge plant. During periods of relatively low engineering activity when Ethyl does not desire the services of a resident "Design Leader", Corporation shall designate one employee to handle necessary work hours reports, etc. required for payroll and billing computations, etc. The direction and coordination of the work of the project engineers, specification engineers, mechanical development draftsmen designers, design engineers and material take-off personnel furnished hereunder shall, however, be the responsibility of Ethyl.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Corporation shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Corporation shall, for any and all purposes, be deemed and considered employees of Corporation and not of Ethyl.

4.

Prior to Corporation assigning any of its engineering personnel for services which are to be performed at Ethyl's Baton Rouge plant, it shall submit to Ethyl the employee's qualifications and salary and said qualifications and salary shall be subject to and require Ethyl's approval. Similarly, any increases in salaries given by Corporation to such employees must have Ethyl's prior approval. Corporation will remove from the performance of such engineering service any of its employees whom Ethyl requests to be removed by reason of said employee failing to perform in a satisfactory manner the services for which

E-08594

ETC 03933

he was supplied, or for any other just cause.

5.

All engineering personnel furnished to perform services at Ethyl's Baton Rouge plant will be required to work a minimum of eight (8) hours per day for five (5) days per week. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of Ethyl.

6.

Ethyl agrees to provide the engineering personnel assigned to perform services at Ethyl's Baton Rouge plant with the working facilities deemed necessary by Ethyl, but Ethyl will not furnish drafting tools. Such tools are to be supplied by Corporation or by its employees at Corporation's election.

7.

As full compensation for the services rendered, performed, and furnished hereunder at Ethyl's Baton Rouge plant, Ethyl agrees to:

(a) Reimburse Corporation the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the engineering personnel performing services under this agreement;

(b) Reimburse Corporation that part of the total salaries which it has paid to engineering personnel performing services under this agreement for

E-08595

ETC 03934

work actually performed in excess of forty hours per week in accordance with the following: Such reimbursement will be the employee's straight time rate times the number of overtime hours worked, except that when Corporation by reason of the Wage and Hour Law is required to pay time and one-half for hours worked in excess of forty hours per week, Ethyl will reimburse Corporation for hours worked in excess of forty hours per week at one and one-half the employee's straight time rate times the number of overtime hours worked.

(c) Pay Corporation to cover its profit, overhead, insurance, employment taxes, and other cost, a fee equal to fifty per centum (50%) of straight time pay rate for all hours actually worked. No fee shall be paid on any premium portion of overtime rates.

(d) In computing salaries under paragraph 7 (a) provided an employee of Corporation has performed services hereunder on Ethyl's regular scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary for eight hours straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If contract holidays occur during scheduled vacation, the requirement for performance of work by the employees on Ethyl's regular scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation. The employee will be

E-08596

ETC 03935

required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation. Salaries paid by Corporation to its employees on any other holidays will not be reimbursed by Ethyl. If a Corporation employee has performed services hereunder on the regular scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, Ethyl in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours during which services were actually performed equivalent to the employee's straight time rate of pay but in computing fee thereon such hours will be considered as overtime. Straight time fee of fifty per cent (50%) will apply to holiday time presumed to have been worked.

(e) Sums due under this Article 7 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized semi-monthly invoices submitted by Corporation.

8.

(a) Corporation will also perform for Ethyl at Corporation's offices in Baton Rouge, Louisiana, furnishing all supervision, direction, coordination, materials and supplies required, such engineering services and consulting engineering services as are requested by Ethyl. In the event Ethyl avails itself of such engineering services and consulting engineering services, it shall pay Corporation

E-08597

ETC 03936

for the services the sum of the following fixed hourly rates:

<u>Classification</u>	<u>Hourly Rates</u>
Engineer in Charge	\$10.00
Group Leaders	9.25
Checkers, Senior Designers, Specification Writers and Estimators	8.50
Designers and Senior Draftsmen	7.75
Junior Designers and Draftsmen	6.75
Stenographer-Clerk	4.75
Reproduction of drawings by the ammonia process	0.05 per sq.ft.

These rates include wages, salaries, vacation pay, holiday allowance, sick leave, travel expenses, payroll taxes, and insurance premiums which are a function of payroll, such as workmen's compensation, public liability and property damage insurance, cost of all materials, drafting and engineering supplies (except tracing cloth which Ethyl will furnish), overhead and profit.

(b) If Corporation in the performance of engineering work for Ethyl at Corporation's Baton Rouge offices, makes use of personnel which it has assigned to work at Ethyl's Baton Rouge plant, Ethyl shall pay Corporation for the time spent by such personnel on the basis of approved straight time salary reimbursement plus a fee of fifty per cent (50%) thereof. This basis of paying Corporation for the engineering services performed by such personnel shall be in lieu of the rate schedule in subparagraph (a) above, it being the intention of the parties that the hourly rate schedule shall not apply when Corporation's personnel regularly assigned to work at Ethyl's Baton Rouge plant perform services on Ethyl's work at Corporation's Baton Rouge office.

E-08598

ETC 03937

(c) Sums due under this Article 8 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized invoices submitted by Corporation at the end of each month.

9.

All engineering personnel furnished shall, at all times while on Ethyl's premises, be subject to the rules and regulations of Ethyl with regard to safety and will confine themselves to areas designated by Ethyl.

10.

During all times this agreement is in effect, Corporation will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Corporation and in the name of Ethyl Corporation as respective interests may appear:

(a) Workmen's Compensation and Employer's Liability Insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State of Louisiana, including occupational disease coverage and medical reimbursement, covering all employees working at, on, or away from the premises in the performance hereof. In addition Employer's Liability insurance with limits of at least \$100,000 per person and \$100,000 aggregate with respect to all claims during each policy period, shall be carried to cover disease and injuries not covered under the Workmen's Compensation Law.

(b) Comprehensive General Liability and Contingent Liability Insurance shall be taken out and maintained to cover any Public Liability and Property

Damage claim that might arise from the operation hereof regardless of whether such operation be by Corporation or by any person directly or indirectly employed by it. Such insurance shall be for an amount not less than \$100,000 to cover injury or death of each person and not less than \$500,000 to cover all persons sustaining injury or death as a result of each occurrence and for not less than \$100,000 to cover loss or damage to property resulting from each accident. The Comprehensive Liability policy shall be endorsed so that wherever the word "accident" appears in the policy, it will be changed to read "occurrence" as respects bodily injury liability. Such insurance shall not exclude injury to or destruction of wires, conduits, mines, sewers, or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground nor shall such insurance exclude blasting, explosion, or collapse.

(c) Automotive Public Liability and Property Damage Insurance shall be taken out and maintained to cover the interests of Corporation against any public liability or property damage claims arising from the operation of motor vehicles in performance of the work under this contract, whether such operation be by Corporation or any persons directly or indirectly employed by it. The amount of such insurance shall not be less than \$100,000 for injury including death to any person and not less than \$500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000 per accident.

(d) Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl Corporation, Attention Insurance Supervisor, Box 341, Baton Rouge, Louisiana, prior to the commencement

E-08600

ETC 03939

of work under this agreement. All certificates must include the following clause:
"It is agreed that a ten (10) day notice of cancellation or any material change in these policies will be given to the Ethyl Corporation, Attention Insurance Supervisor, Box 341, Baton Rouge, Louisiana, as evidenced by return receipt of registered mail." Corporation shall on request permit an authorized agent of Ethyl to examine the original copies of any and all insurance policies issued in compliance with the above requirements.

11.

During the continuance of this contract, Corporation will comply with and make all payments required by all applicable laws, rules, regulations, and orders of the Federal, State and local Governments, regulating and in regard to the employment of its employees in the performance thereof. Corporation indemnifies and holds Ethyl harmless from and against any and all losses and damages Ethyl may suffer and sustain arising from and resulting from its default in effecting such compliance or making such payments.

12.

In the performance of the work authorized hereunder, Ethyl will from time to time release to Corporation and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Corporation hereby agrees that all information and know-how released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise,

E-08601

ETC 03940

will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Corporation and all drawings, tracings, prints, and other information furnished to Corporation by Ethyl or others for the work authorized hereunder are to be the exclusive property of Ethyl and are to be turned over to Ethyl upon completion of the work authorized hereunder.

Corporation agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and know-how acquired from Ethyl or developed by Corporation during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest made or conceived by personnel of Corporation while engaged in the performance of work authorized hereunder or resulting from information and know-how acquired while engaged in the performance of work hereunder shall be the sole and absolute property of Ethyl and shall be assigned to Ethyl without further consideration.

If any person employed by Corporation in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyllead or intermediate products used therein or to any matter in which Ethyl may have or may develop an interest, Corporation will make the fact of

F-08602

ETC 03941

such discovery known to Ethyl as soon as it becomes known to Corporation. Corporation further agrees to request and use its best efforts in securing patent assignments to Corporation by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Corporation might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

Corporation will secure from each person employed by it in the performance of work hereunder an agreement as follows:

To Barnard and Burk Industrial Corporation:

"In consideration of the remuneration paid me by Barnard and Burk Industrial Corporation, and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Barnard and Burk Industrial Corporation, and assigned by it to work on assignments given to my employer by the Ethyl Corporation, I hereby agree:

"That any inventions or discoveries, or improvements, whether patentable or unpatentable, conceived by me or made in whole or in part by me during my employment with Barnard and Burk Industrial Corporation, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Barnard and Burk Industrial Corporation;

"That I will keep such proper records as I may be directed by my

E-08603

ETC 03942

supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior are the property of Barnard and Burk Industrial Corporation;

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Barnard and Burk Industrial Corporation, who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, know-how, or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing, and I will use particular care to insure that such information, know-how and data does not become known to those who are engaged in activities competitive with those of Barnard and Burk Industrial Corporation or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside the Ethyl Corporation and Barnard and Burk Industrial Corporation. There will also be much information that is marginal, and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret and confidential. In those cases where doubt arises, I will obtain permission from Barnard and Burk Industrial Corporation, and Ethyl Corporation before using or divulging the information in question to others outside Barnard and Burk Industrial Corporation.

E-08604

ETC 03943

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which said Barnard and Burk Industrial Corporation may reasonably require of me to vest in it all rights herein conveyed, said Barnard and Burk Industrial Corporation bearing all reasonable expenses incurred by me at its request in connection therewith;

"This agreement supersedes all previous arrangements, agreements, or understandings, verbal or in writing, between me and Barnard and Burk Industrial Corporation regarding its subject-matter.

Employee

Place _____

Date _____"

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1963, and extending through December 31, 1963. Ethyl shall have the right to cancel this agreement at any time by giving Corporation sixty (60) days' written notice of such cancellation.

Ethyl and Corporation each bind themselves, their successors, executors, administrators, and assigns to the other parties to this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this agreement.

E-08605

ETC 03944

Except as above, neither Ethyl nor Corporation shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

BARNARD AND BURK INDUSTRIAL CORPORATION

By (S)

J. S. Burk

ETHYL CORPORATION

By (S)

A. C. Burdick, Jr.
Chief Engineer

E-08606

ETC 03945

ETC
RAC

...
G. S. Roberts
bcc CED

Mr. B. B. Turner

New York

A. C. Burdick, Jr.

Baton Rouge

Continuing Contracts for 1963

December 27, 1962

This is to request authority to sign the following two contracts for renewal in 1963.

Drafting and Design Contract - Barnard and Burk

This contract is to furnish sufficient manpower of specified qualifications to supplement the General Engineering manpower. The contract cost per man-year is approximately \$11,000. Should Ethyl employ equivalent personnel in lieu of continuing this contract, a book cost of \$12,300 (or an incremental cost of \$9,500) would result. The 1962 fluctuation of contract manpower between 4 and 24 justifies the unit cost of contract over incremental Ethyl cost. Similar fluctuation in contract manpower is expected in 1963.

The 1963 Engineering Department budget allows for 12 man-years of contract work at an estimated cost of \$132,000. This figure is subject to considerable variation depending upon approval to definitively engineer some major construction projects.

The proposed contract will include a 50% fee on straight-time salaries as in previous years. The fee on straight-time salary rate for overtime hours worked will be increased from 25% to 50%. Overtime represents a minor portion of the contract costs since it has been controlled to the minimum level consistent with construction schedule demands.

Concrete Testing Laboratory Services

Bids have been taken for 1963 concrete inspection and testing services for the Baton Rouge plant from Pittsburgh Testing Laboratory and Shilstone Testing Laboratory. It is proposed to renew the contract with Shilstone. Both laboratories

E-08607

ETC 03946

are quoting the same unit costs which are approximately 20% higher than the 1962 unit prices. Shilstone continued to provide good service in 1962. The amount of the contract is indeterminate but it is estimated that it will be approximately \$2500. The cost for services provided by this contract is normally charged to the projects using the concrete.

A. C. Burdick, Jr.

CED/new

E-08608

ETC 03947

Mr. B. B. Turner

New York

A. C. Burdick, Jr.

Baton Rouge

Continuing Contracts for 1962

December 18, 1961

This is to request authority to sign the following two contracts for renewal in 1962.

Drafting and Design Contract - Barnard & Burk

This contract is to furnish sufficient manpower of specified qualifications to supplement the General Engineering manpower. The contract cost per man year is approximately \$11,100. Should Ethyl employ equivalent personnel in lieu of continuing this contract, a book cost of \$12,300 (or an incremental cost of \$9,500) would result. The 1961 experience resulted in a contract manpower fluctuation between 13 and 22, which partly justifies the unit cost of contract over incremental Ethyl cost. Similar or greater fluctuation in contract manpower is expected in 1962.

The 1962 Engineering department budget allows for 18 man-years of work estimated at \$200,000. This figure is subject to considerable variation depending upon approval to definitively engineer some major construction projects.

It is proposed to continue the terms of last year's contract which included 50% fee on straight time salaries and 25% fee on the straight time salary rate for overtime hours worked. Overtime has been controlled to a minimum level consistent with construction schedule demands.

Concrete Testing Laboratory Services

Bids have been taken for 1962 concrete inspection and testing services for the Baton Rouge plant from Pittsburg Testing Laboratory and Shilstone Testing Laboratory. It is proposed to renew the contract

E-08609

ETC 03948

Mr. B. B. Turner
December 18, 1961
Page 2

with Shilstone. Both laboratories are quoting the same unit costs which are identical to the 1961 unit prices; however, Shilstone continued to provide good service in 1961. The amount of the contract is indeterminant but it is estimated that it will be approximately \$2,000. The cost for services provided by this contract is charged to the projects using the concrete.

A. C. Burdick, Jr.

EVN:meg

cc: Messrs. C. E. Daviet
G. F. Kirby
G. S. Roberts

E-08610

ETC 03949

January 4, 1961

Barnard and Burk, Inc.
Consulting Engineers
1023 Nicholson Drive
Baton Rouge 2, Louisiana

Gentlemen:

As you know, our engineering agreement with you dated January 22, 1960 will expire on December 31, 1960 and we are desirous of extending it, without any change, for another year, expiring on December 31, 1961.

If this renewal is acceptable to you, will you kindly sign and date the enclosed copy of this letter and return it to me.

Very truly yours,

ETHYL CORPORATION

By 1/5/ACB
A. C. Burdick, Jr.
Chief Engineer

ACCEPTED

BARNARD AND BURK, INC.

By 1/5/25 Burdick

Date 1/5/61

*Recd. 1/16/61
+ sent to file*

E-08611

ETC 03950

ETHYL CORPORATION

INTER-OFFICE

To	Mr. G. S. Roberts	ADDRESS	Baton Rouge
FROM	C. A. Kyle	ADDRESS	Baton Rouge
SUBJECT	Renewal Contracts with James M. Shilstone and Barnard and Burke, Inc.	DATE	December 30, 1960

File

Enclosed are drafts of letters which should renew the reference contracts. I would appreciate your having Clarke sign them and forwarding them on to the respective parties for their signature. Upon receiving the fully executed copies, please return them to me for further handling and distribution.

I suggest you run off approximately ten or fifteen copies of each letter for distribution.

ca Kyle
C. A. Kyle

CAK:egh
Encs.

F-08612

ETC 03951

DRAFT

Mr. James M. Shilstone, Partner
Shilstone Testing Laboratory
1068 Neosho Avenue
Baton Rouge, Louisiana

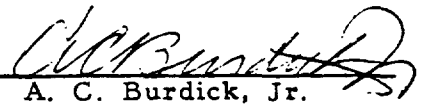
Dear Mr. Shilstone:

As you know our concrete inspection and testing agreement dated January 12, 1960 will expire on December 31, 1960 and we are desirous of extending it, without any change, for another year, expiring on December 31, 1961.

If this renewal is acceptable to you, will you kindly sign and date the enclosed copy of this letter and return it to me.

Very truly yours,

ETHYL CORPORATION

By 
A. C. Burdick, Jr.
Chief Engineer

ACCEPTED:

SHILSTONE TESTING LABORATORY

By _____
Partner

Date _____

E-08613

ETC 03952

DRAFT

BCC: C. A. Kyle

Barnard and Burke, Inc.
Consulting Engineers
1023 Nicholson Drive
Baton Rouge 2, Louisiana

Gentlemen:

As you know, our engineering service agreement with you dated January 22, 1960 will expire on December 31, 1960 and we are desirous of extending it, without any change, for another year, expiring on December 31, 1961.

If this renewal is acceptable to you, will you kindly sign and date the enclosed copy of this letter and return it to me.

Very truly yours,

ETHYL CORPORATION

By 
A. C. Burdick, Jr.
Chief Engineer

ACCEPTED:

BARNARD AND BURKE, INC.

By _____

Date _____

F-08614

ETC 03953

cc: G. S. Kirby
G. S. Roberts
ecc CBT

Mr. B. B. Turner

New York

A. C. Burdick, Jr.

Baton Rouge

Continuing Contracts for 1961

December 16, 1960

This is to request authority to sign the following two contracts for renewal in 1961.

Drafting and Design Contract - Barnard & Burk

This contract is to furnish sufficient manpower of specified qualifications to supplement the General Engineering manpower. The contract cost per man year is approximately \$11,400. Should Ethyl employ equivalent personnel in lieu of continuing this contract, a book cost of \$12,600 (or an incremental cost of \$9,400) would result. The 1960 experience resulted in a contract manpower fluctuation between 19 and 37 which partly justifies the unit cost of contract over incremental Ethyl cost. Similar fluctuation in contract manpower is expected in 1961.

The 1961 Engineering department budget allows for 25 man-years of work estimated at \$285,000. This figure is subject to considerable variation depending upon approval to definitively engineer some major construction projects.

It is proposed to continue the terms of last year's contract which included 50% fee on straight time salaries and 25% fee on the straight time salary rate for overtime hours worked. Overtime has been controlled to a minimum level consistent with construction schedule demands.

Concrete Testing Laboratory Services

Bids have been taken for 1961 concrete inspection and testing services for the Baton Rouge plant from Pittsburg Testing Laboratory and Shilstone Testing Laboratory. It is proposed to renew the contract

F-08615

ETC 03954

Mr. B. B. Turner

-2-

December 16, 1960

with Shilstone. Both laboratories are quoting the same unit costs which are identical to the 1960 unit prices; however, Shilstone continued to provide good service in 1960. The amount of the contract is indeterminant but it is estimated that it will be less than \$2000. The cost for services provided by this contract is charged to the projects using the concrete.

A. C. Burdick, Jr.

CED/mew

F-08616

ETC 03955

Mr. A. C. Burdick, Jr.

Baton Rouge

G. S. Roberts

Baton Rouge

Continuing Contracts for 1960

January 11, 1960

This is to justify renewing of two contracts for 1960.

Drafting and Design Contract - Barnard & Burk

This contract is to furnish sufficient manpower of specified qualifications to supplement the General Engineering manpower, permitting the expeditious handling of extra work as well as prompt reduction of expenditures for technical manpower upon completion of peak project work. The contract unit cost is \$11,100 per man-year. Should Ethyl employ equivalent personnel in lieu of continuing this contract, a book cost of \$11,500 (or an incremental cost of \$9,200) would result. The 1959 experience resulted in a contract manpower fluctuation between 11 and 26 which partly justifies the unit cost of contract over incremental Ethyl cost. Similar fluctuation in contract manpower is expected in 1960. Other justification, based upon morale of Ethyl employees and advantageous recruiting factors, continues. Specifically, Ethyl employees and applicants feel that the Ethyl Engineering department jobs offer increased security and less routine drafting demand than would be possible without the subject contract.

The contract charging rate continues below standard because the original basis of fee negotiation was primarily for hiring service, while in practice it has been essentially equivalent to normal engineering services.

The 1960 Engineering department budget allows for 26 man-years of work estimated at \$290,000. This figure is subject to considerable variation depending upon approval to definitively engineer some major construction projects.

The terms of last year's contract included 50% fee on straight time salaries and 10% fee on overtime salaries. The 1960 contract

E-08617

ETC 03956

provides for the same 50% fee on straight time salaries even though there has been an increase in payroll burden (FOAB). However, there is an increase in fee from 10% to 25% on overtime salaries to compensate for these engineering services at a rate nearer that of the straight-time fee.

Overtime has been controlled to a minimum level consistent with construction schedule demands. In 1959 the overtime salary dollars were approximately \$5,000 (2.2% of total contract). The increased fee on \$5,000 would be \$750. The increase in FOAB is estimated at about \$900. So the increased terms provide a standoff in meeting increased payroll taxes and at the same time provide a fee for overtime work more proportional to standard.

Concrete Testing Laboratory Services

Bids have been taken for 1960 concrete inspection and testing services for the Baton Rouge plant from Pittsburgh Testing Laboratory and Shilstone Testing Laboratory. The contract was renewed with Shilstone for 1959 after its original award to Shilstone for 1958 because of poor service from Pittsburgh in 1957. Both laboratories are quoting the same unit cost; however, Shilstone continued to provide good service in 1959. The amount of the contract is indeterminant but it is estimated that it will be less than \$2000. The cost for services provided by this contract is charged to the projects using the concrete.

G. S. Roberts

CED/GSR/mew

F-08618

ETC 03957

TO: Mr. B. B. Turner New York
FROM: A. C. Burdick, Jr. Baton Rouge
SUBJECT: Continuing Contracts for 1959 December 15, 1958

This is to request authority to sign the following two contracts for renewal in 1959.

1. Drafting and Design Contract (Barnard & Burk).

This contract is to furnish sufficient manpower of specified qualification to supplement the General Engineering manpower requirement in 1959. It provides flexibility in available manpower for expeditiously handling extra work as well as decreasing the rate of expenditures for technical manpower promptly when project work is completed. The contract unit cost of \$10,700 per man-year is less than Ethyl book cost of \$14,100 per man-year, but more than Ethyl incremental man-year cost of \$9,400. The 1958 experience resulted in a contract manpower fluctuation of over 50% which partly justifies the unit cost of contract over incremental Ethyl cost. A greater fluctuation in contract manpower is expected in 1959. Other justification is based upon morale of Ethyl employees and advantageous recruiting factors. Specifically, Ethyl employees and applicants feel that the Ethyl Engineering department jobs offer increased security and less routine drafting demand than would be possible without the subject contract.

The contract charging rate is lower than standard because the original basis of fee negotiation was primarily for a hiring service, while in practice it has been essentially equivalent to normal engineering services.

The 1959 Engineering department budget allows for 21 man-years of work estimated at \$225,000. This figure is subject to considerable variation depending upon approval to definitively engineer some major construction projects. Terms of the contract are the same as in 1958, the only change being a clause to clarify the basis for holiday pay.

2. Concrete Testing Laboratory Services

Bids are being taken for 1959 concrete inspection and testing services for the Baton Rouge plant from Pittsburgh Testing Laboratory

F-08612

ETC 03958

Mr. B. B. Turner

-2-

December 15, 1958

and Shilstone Testing Laboratory. The contract was given to Shilstone for 1958 because of poor service from Pittsburgh in 1957. Both laboratories quoted the same unit cost. Shilstone now indicates that a cost increase will be forthcoming. The amount of the contract is indeterminant, but it is estimated that it will be less than \$2,000. The cost of this contract is charged to the projects using the concrete.



A. C. Burdick, Jr.

ACB/GSR/mew

E-08620

ETC 03959

9 BR NY

JANUARY 9, 1958

CONFIDENTIAL

Contract

TO--MR. A. C. BURDICK, JR-BATON ROUGE

CC--MR. S. B. RODI-BR

MR. W. R. PERDUE, JR.-NY

3 ROY NY

MR. J. B. TAYLOR, JR.-DET VIA NYK TWX...

ON JANUARY 8TH MR. TURNER APPROVED YOUR EXECUTION OF CONTRACTS WITH BARNARD AND BURK AND WITH SHILSTONE TESTING LAB FOR THE YEAR 1958 ON BASIS OUTLINED IN YOUR LETTER TO MR. TURNER DATED 1-7-58, SUBJECT TO CLEARANCE BY MR. PERDUE. THE LATTER WAS OBTAINED THIS MORNING WITH THE UNDERSTANDING THAT ANY ADDITIONAL CHANGE IN THESE CONTRACTS OF A SUBSTANTIAL NATURE WOULD BE BROUGHT TO MR. TURNER'S ATTENTION BEFORE THEY ARE EXECUTED.

C. L. SMITH-NEW YORK 11-30A EST CW

CLR

E-08621

ETC 03960

ETHYL CORPORATION

INTER-OFFICE

cc: Operating Committee

4000 2500
720-2000
7

To Mr. B. B. Turner

Address New York

FROM A. C. Burdick, Jr.

Address Baton Rouge

SUBJECT Concrete Inspection and Testing Contract

DATE January 7, 1958

This is to request your authority to execute a contract with the Shilstone Testing Laboratory for the inspection and testing of ready mixed concrete purchased by Ethyl for the Baton Rouge plant in 1958. The contract provides control service at a rate of \$0.55 per cubic yard for inspection at the mix plant or job site and \$2.50 per cylinder for testing. These rates are the same rates paid under our 1957 contract with Pittsburgh Testing Laboratory. The services received from Pittsburgh in 1957 were not entirely satisfactory and thus it is recommended that the 1958 contract be with Shilstone.

The amount of this contract is estimated to total approximately \$1500 for 1958. The services obtained from this contract will assure that the quality of concrete received is commensurate to the price paid. The cost of services from this contract will be included in project estimates as part of the cost of ready mixed concrete and thus is covered by the 1958 Baton Rouge capital budgets.

A. C. Burdick, Jr.



ACB/mew

F-08622

ETC 03961