



CHEMICAL MANUFACTURERS ASSOCIATION

August 6, 1993

Earle R. Nestmann, Ph.D.
Principal
CanTox Inc.
2233 Argentina Road
Suite 308
Mississauga, Ontario
Canada B5N 2X7

Dear Dr. Nestmann:

The Chemical Manufacturers Association (CMA) is entering into this Agreement on behalf of its Vinyl Chloride Panel.

CMA hereby retains your (the "Contractor's") service to develop a consensus document to respond to the items presented in the Agency for Toxic Substances and Disease Registry (ATSDR) document on priority data needs for vinyl chloride. In addition, the Contractor will host a meeting at CanTox Inc. to confer on the issues in the ATSDR document.

The Contractor agrees to perform in the manner described in the February 11, 1993, letter to Hasmukh C. Shah from Earle Nestmann which is attached hereto and is expressly made a part of this Agreement. The Contractor agrees to begin work on this project on August 9, 1993. The draft final report is due to CMA no later than November 1, 1993, and the final report is due to CMA no later than December 20, 1993.

This Agreement authorizes costs for these services, plus necessary and reasonable travel expenses, up to a total which is not to exceed \$8,800. Payments will be made in the following manner:

- o Initial Payment - \$4,400 upon execution of this Agreement;
- o Interim Payment - \$2,200 upon receipt of the draft final report; and
- o Final Payment - The difference between the total of previous payments, and the lesser of actual costs or the total contract cost, upon receipt and acceptance by CMA of the final report, and an itemized invoice labeled "final."

All invoices shall include a description of the services rendered, the persons rendering the services, and if applicable, hourly rates of such services. Any increase in cost must be authorized in writing by CMA's Treasurer or Controller.

CMA will be represented during this Agreement by Hasmukh C. Shah, the Panel Manager.

By entering this Agreement, Earle Nestmann, certifies that he is authorized to sign on behalf of, and bind, CanTox Inc. to the terms and conditions herein stated.

At all times in the performance of this Agreement, the Contractor will act as an independent contractor. The Contractor will employ the staff to fulfill the terms of this Agreement, have exclusive supervision, management, and control over this staff, provide the facilities to conduct the work under this Agreement, and have exclusive control over expenditures of funds provided by CMA under this Agreement.

CMA enters into this Agreement with the understanding that the project will be personally supervised by Dr. Earle Nestmann. If this should change, the Contractor agrees to notify CMA in advance, in which event this Agreement becomes subject to renegotiation at CMA's option.

The Contractor will provide CMA with trained personnel that are capable of performing the work under the terms of this Agreement. Should CMA make specific requests of the Contractor for assignment of particular employees or personnel, the Contractor will make every effort to honor these specific requests.

CMA and the Contractor agree to full disclosure of any scientific information developed in the performance of this Agreement. However, the Contractor shall not release such information before public release by CMA and without prior CMA knowledge and review. This provision is not intended to inhibit private scientific exchange and consultation with the personnel or organizations participating in support of this work.

The Contractor's scientific conclusions and professional judgments arising out of performance of this Agreement shall be the responsibility of the Contractor and shall not be subject to CMA control. However, CMA shall have the right to review such judgments and conclusions prior to their final submission. The purpose of such review is for clarifications, and format and editorial comments, but not for the purpose of substituting CMA's opinions for those of the Contractor.

The Contractor hereby agrees to keep confidential all proprietary trade secrets, or business confidential information of CMA or its member companies of which the Contractor becomes aware in the performance of this Agreement, including but not limited to data relating to CMA's operations.

If any patentable discoveries should ensue in the performance of this Agreement, these shall be declared in the public domain without any retention of proprietary interest by any party to this Agreement.

The Contractor's product created under this contract shall be a "work made for hire" under the 1976 Copyright Act, in that it is specially ordered and commissioned, and CMA shall own the copyright in this document. In the event that the material prepared by the Contractor does not fall within the definition of a specially ordered

and commissioned "work made for hire," the Contractor hereby sells, transfers and assigns each and every right in copyright in and to the material(s) (including the right to prosecute, settle or defend any claims of copyright infringement) to CMA. The Contractor further agrees to execute any additional documents which CMA in its sole discretion deems necessary to assure transfer of copyrights to CMA, and waives all "moral rights" of any nature in the material created under this Agreement.

All originals and copies of written materials, including programs, diskettes, tapes, listings, and other programming documentation originated and prepared for CMA pursuant to this Agreement shall be the property of CMA, shall be promptly delivered to CMA upon request, and shall not be used in the performance of any other services by the Contractor without prior written authorization by CMA.

The Contractor shall not, without the prior written approval of CMA, use the name of CMA or the details of any ongoing or completed work performed under this Agreement in connection with any advertising, promotional literature, or other public disclosures, except scientific articles. In scientific articles published with CMA's consent, the Contractor shall give credit to CMA and any of its member company personnel, as appropriate.

The Contractor hereby agrees to indemnify CMA against all costs and legal liabilities arising out of the performance of this Agreement that are not the result of CMA's negligence.

The Contractor agrees, if requested by CMA, to appear as a witness before or prepare a written statement for a court, regulatory agency or other organization regarding any matters connected with this Agreement. The Contractor's fees for such testimony shall be negotiated in the event of such a request by CMA. The Contractor's fees, however, shall not exceed the fees the Contractor usually charges for professional consultations.

CMA may terminate the Agreement with thirty days prior written notice to the Contractor. In such event, the Contractor shall present to CMA a detailed accounting of costs to the date of termination, including reasonable and necessary expenses incurred in terminating the project in an appropriate manner. In the course of such termination, the Contractor shall make every effort to submit to CMA all data and information relevant to the work accumulated to the date of termination.

This Agreement and the attached letter represent the entire contract between the parties on this subject. There are no oral or written promises, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties on this subject. The terms and obligations under this Agreement may not be assigned by either party without written consent by both parties.

Dr. Earle Nestmann
July 29, 1993
Page 4

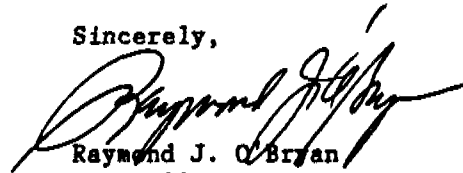
This Agreement may be amended only by a written addendum signed by both parties.

This Agreement is subject to, and is to be construed under, the laws of the District of Columbia, United States of America. Actions brought under this Agreement shall be brought in any court of competent jurisdiction in the District of Columbia.

If the terms of this Agreement meet with your approval, please sign both copies of this Agreement, retain one for your files, and return the other to Hasmukh C. Shah at CMA.

On all correspondence, invoices and reports, please use CMA Reference Number VC-12.0-CANTOX ATSDR.

Sincerely,



Raymond J. O'Bryan
Controller

ACCEPTED FOR:

CanTox Inc.



Name Signed

Earle R. Nestmann

Name Typed

Vice-President

Title

August 17, 1993

Date

CMA 114546

CANTOX INC.

Consultants in Toxicology
Health and Environmental Sciences

FAXED
02/11/93

February 11, 1993

Dr. H. C. Shah
Director, CHEMSTAR
Chemical Manufacturers Association
2501 M Street, NW
Washington, DC 20037
USA

Dear Dr. Shah:

As discussed during our telephone conversation on February 4, I am forwarding a proposal and cost estimate for assisting the Chemical Manufacturers Association in developing and completing a consensus document to respond to the items presented in the ATSDR document on priority data needs for vinyl chloride. In addition, CanTox would be pleased to host a meeting to confer on the issues in the ATSDR document, as we discussed.

From our standpoint, we feel that the best way to respond to the document is to address each point made (priority and non-priority data needs), discussing what data are currently available and their impact on the conclusions reached in the ATSDR text. In this manner, any real gaps in the data will be identified, although the actual response may address the proposed ATSDR data needs in order of importance.

It is our understanding that CanTox would not prepare a detailed, documented response for your review and input. Rather, this response would be more of a "team" effort that would begin with a group session or workshop of CMA representatives to be held at CanTox to minimize our travel costs. CanTox is prepared to formulate the response. This would entail organizing our thoughts as well as the input from the various industry representatives into a draft document that would be circulated to all those involved for comment. We have recently been involved in related projects on vinyl chloride, both with the Chlorine and Vinyl Institutes and are familiar with the issues and available data. CanTox will coordinate the review of the draft versions and incorporate all comments and suggestions.

The anticipated cost for CanTox to complete the work described will be \$8,800 $\pm$ 15%, and a detailed breakdown of the anticipated costs is attached. We have budgeted on the basis of the suggested meeting being held at our offices. If more preparatory or background writing or documentation would be requested from CanTox, this budget would have to be revised.

CALGARY OFFICE
2723 37 Avenue N.E., Suite 206
Calgary, Alberta, Canada T1Y 5R8
Telephone: (403) 291-4646 Facsimile: (403) 250-3445

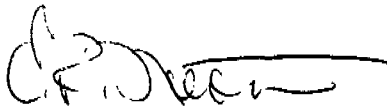
HEAD OFFICE
2233 Argenta Road, Suite 308
Mississauga, Ontario, Canada L5N 2X7
Telephone: (416) 542-2900 Facsimile: (416) 542-1011

CMA 114547

HALIFAX OFFICE
12 Laurentian Drive
Halifax, Nova Scotia, Canada B3M 3G3
Telephone/Facsimile: (902) 443-1200

If there are any questions or if you would like more information, please do not hesitate to call.
We look forward to working with you on this interesting project.

Yours sincerely,
CanTox Inc.

A handwritten signature in dark ink, appearing to read 'Earle R. Nestmann', with a long horizontal flourish extending to the right.

Earle R. Nestmann, Ph.D.
Principal

Encl.

CMA 114548

1.	Meeting	\$ 190.00 *
2.	Word processors	600.00
3.	Scientist	3,460.00
4.	Senior Toxicologist	3,750.00
5.	Expenses (photocopying, couriers, computer time, etc.)	<u>800.00</u>
		\$ 8,800.00

* This amount is the cost estimate to provide coffee, muffins, lunch, and beverages for 12 attendees.