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January 10, 1936.

Dr. Robert A. Kehoe,
College of Medicine,
University of Cincinnati,
Cincinnati, Ohio.

Dear Dr. Kehoe:

Re: X Contract With University
of Cincinnati.

I have been delayed in writing you finally upon this contract. By way of introduction I may say that on December 30th you sent me a draft of the suggested contract, in the general form of other and similar contracts made by the University. I attach a copy of this draft, which I have marked as Annex A. On January 3rd and as a result of your telephonic discussion of this contract with Mr. Yates you sent me a copy of a revised draft, wherein you stated that the revision is in detail and not in policy and that any required revision involving no change in principle will be satisfactory to you and, you trust, also to the University. I attach a copy of this draft, which I have marked as Annex B. The revision resides in the substitution of the "public responsibility" paragraph for the "publication" paragraph in the original draft. But the new paragraph is designed impliedly to confer the right of publicity which the old paragraph expressly confers. I also attach copies of your two aforesaid letters. I make all of these attachments, because I am sending a copy of this letter to the three manufacturers in order that their file upon the subject may be complete.

I now enclose my revision of this contract, for your review. In doing so I take advantage of your courteous permission to make this revision and I note the following explanatory comments:

(1) Introductory paragraph of preamble: this paragraph has been revised (a) to substitute the Chicle Development Company for the American Chicle Company and the Beech-Nut Packing Company, which substitution they desire; (b) to stipulate that this is a joint agreement by the

Wrigley and Development Companies, whereby the fact of their joint responsibility accordingly is defined; and (c) to add identifying addresses.

(2) Whereas clauses of preamble: these clauses have been revised (a) to make the foregoing substitution; (b) to repeat the "jointly" stipulation; (c) to insert "valuable" before "investigative work"; (d) to provide expressly that this work is to be done by the Kettering Laboratory; and (e) to provide expressly that the University Board approves such work.

(3) Agreement paragraphs: these paragraphs have been revised (a) to add a balancing paragraph whereby the University Board agrees that the Kettering Laboratory shall do this work, which paragraph is properly inserted; (b) to add the "credit" clause, because part payment has been made; (c) to omit the provision about disbursement by the University Business Manager, because that is a University affair; (d) to omit the "further financial contribution" provision, because it is meaningless and unnecessary; and (e) to rewrite the no "commercial use" provision, for definitive clarity.

Therefore this revision makes no change in principle, but is for the purposes of improvement in form and correction in details. The amount to be paid for this work is left open for mutual agreement, since apparently that is the practicable and desired solution. Of course it would be better to write a specific amount into this agreement. But I am unable to do so.

Now the only part of this agreement I do not like is the "public responsibility" clause, if and to the extent it is intended and will be construed by the University as giving it broad and unqualified power to make any publication of the results of this investigation, which will be exercised. (I may parenthetically say that this paragraph is actually superfluous, because impliedly the University makes this or any contract subject to its public responsibilities.)

Of course I understand and sympathetically recognize the fact that the University is a public institution engaged in a public service, with all that this statement implies. But I direct your attention to the following additional facts. The first fact is that the University is rendering a genuine and important public service by making this investigation, per se, because it is purposed and effective to assure food law compliance and to safeguard public health with respect to chewing gum. Therefore

the University is clearly and unquestionably fulfilling its public responsibility in agreeing to make this investigation, as such. The second fact is that this investigation has developed to the point where it can be reasonably concluded or predicted that the X problem presented is one of contamination, which is subject to correction and is in the course of correction in pursuance of plans and means approved by you. Therefore there would be no basic scientific reason for publishing this contamination or the facts of its temporary problem. And if the United States Government is willing - as apparently it is - to work with our manufacturers to make a constructive investigation and correction of this problem, without undue publicity, then surely the University ought to be willing to do so. The third fact is that the publication of the X facts of this investigation is bound to be more or less hurtful to the chewing gum business, and needlessly and unfairly so. This last because any public health danger will be avoided by factory control and contamination correction.

In short, I have no objection whatever to the retention of this "public responsibility" clause, if it is understood by and between the parties hereto that it does not refer to publication of this work or that it will not be used by the University as authority to publish the facts of X contamination and that it will not be used by the University as authority to publish the facts of natural X to the unfair injury and prejudice of the chewing gum industry.

I am making this frank presentation to you in the interest of fair play. I have complete confidence in you and your work. You are rendering an incalculable service to the industry and a most valuable public service. And I am sure that you do not wish to have anything done that will or might be unfairly injurious to the industry. It would seem to me that the University may very properly collaborate with the industry upon the same broad basis as Mr. Wharton, namely, upon the basis of a constructive investigation and due remedial action effective to satisfy all the public interests involved and without other action needlessly hurtful to the industry. By the last I refer to the fact that while Mr. Wharton has found some gum to contain an excessive amount of X he is not instituting enforcement action because this content is exceptional and because the industry is taking all and the necessary action to prevent any such excessive content.

Of course if the University is unwilling to give this qualifying assurance as to the "public responsibility" clause, then there is nothing more I can say or do. Therefore please have this revised draft executed by the board

Dr. Robert A. Kehoe

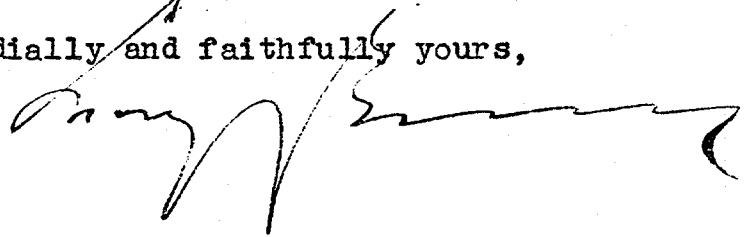
-4-

Jan. 10, 1936.

and returned to me, if it is acceptable. Then I will refer it to the three manufacturers. And I would be grateful if you can write me a supplemental letter upon this clause along the lines I have indicated. If you cannot do so, that is the end of it.

Believe me to be, with esteem,

Cordially and faithfully yours,

A handwritten signature in dark ink, appearing to be 'R. A. Kehoe', written in a cursive style.