

THIS AGREEMENT made and entered into this 31st day of December, 1958, by and between ETHYL CORPORATION, a corporation of the State of Delaware, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "ETHYL"), and BARNARD AND BURK, INC., a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana (hereinafter referred to as "Corporation").

W I T N E S S E T H:

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 a design leader, squad leaders, development draftsmen designers, mechanical, piping, structural and electrical draftsmen designers, project engineers, electrical specification engineers, 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:

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 requirements 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, 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 the 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, electrical specification engineers, development draftsmen designers, and "material take-off" personnel furnished and shall be Corporation's representative in all matters pertaining to those parts of this contract dealing with engineering services which are to be performed at Ethyl's Baton Rouge Plant. The direction and coordination of the work of the project engineers,

electrical specification engineers, development draftsmen designers 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 increase 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 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

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any one work-week shall be performed only with the constant 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 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.

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(c) Pay Corporation to cover its profit, overhead, insurance employment taxes, and other cost, a fee equal to (1) fifty per centum (50%) of straight time salaries (see subparagraph (a) above) plus (2) ten per centum (10%) of overtime salaries (see subparagraph (b) above), reimbursed hereunder.

(d) Corporation has established a "vacation with pay plan" for employees it uses on the work performed hereunder at Ethyl's Baton Rouge Plant (said plan providing ten working day vacation with full pay for all employees who have performed work under this agreement, or any prior agreements between the parties hereto on the same subject matter, and such other provisions as Corporation has seen fit to incorporate therein), and furnished Ethyl a copy of said plan. In the event Corporation fails to maintain in effect said vacation with pay plan or a substitute plan equivalent thereto, Ethyl shall reduce the fifty percent (50%) fee provided in subparagraph (c) above by four and 4/10 percent (4.4%).

(e) 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 the holiday, services will be considered to have been performed hereunder and Ethyl will reimburse a salary for eight hours straight time work, on the following holidays: New Year's Day, Good Friday, July 4th, Labor Day, Columbus Day, Armistic Day, Thanksgiving Day and Christmas Day. If contract holidays occur during scheduled vacation the requirement for performance of work by the employee 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 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 of the above enumerated and specified holidays 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 percent (50 %) will apply to holiday time presumed to have been worked.

(g) Sums due under this Article 7 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized invoices submitted by Corporation at two week intervals.

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:

<u>Classification</u>	<u>Hourly Rates</u>
Engineer in Charge	\$9.875
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
Reproductions of drawings by the ammonia process	0.045 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 percent (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 Employee's Liability insurance with limits of at least \$50,000.00 per person and \$100,000.00 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

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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 \$100,000.00 to cover injury or death of each person and not less than \$500,000.00 to cover all persons sustaining injury or death as a result of each occurrence and for not less than \$100,000.00 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 out of 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 \$100,000.00 for injury including death to any person and not less than \$500,000.00 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than \$50,000.00 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,

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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.

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 out of 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

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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 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

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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, Inc.:

"In consideration of the remuneration paid me by Barnard and Burk, Inc., 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 concerning problems in the engineering of tetraethyllead manufacturing facilities including facilities for the production of intermediate products used therein, and other fields while in the employ of Barnard and Burk, Inc., 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, Inc., and relating in any manner to the manufacturing of tetraethyllead or any intermediate products used therein, and other fields, shall become the absolute property of Barnard and Burk, Inc.;

"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, Inc.;

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"That I will not divulge to any one other than those in Barnard and Burk, Inc. who are assigned to the same work as myself, or others designated by my superior, the nature or character of my work or the subject matter of my work, which is special, confidential or research, or which involves access to confidential information, or such work of others in which Barnard and Burk, Inc. is interested;

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

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

Employee

Place _____

Date _____ "

13.

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1959, and extending through December 31, 1959. Ethyl shall have the right to cancel this agreement at any time by giving Corporation sixty (60) days' written notice of such cancellation.

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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.

H. Jeanne C. David
H. Geneva S. Fartenberry

H. Mary E. Walsh
H. E. L. Roberts

BARNARD AND BURK, INC.

By H. J. S. Burk
 J. S. Burk

ETHYL CORPORATION

By H. A. C. Burdick, Jr.
 A. C. Burdick, Jr.
 Chief Engineer

Mr. H. A. Savage

New York

C. A. Kyle

Baton Rouge

Barnard & Burk, Inc.
Engineering Services - 1939

January 6, 1939

Enclosed for your files is an executed copy of referenced agreement. Conformed copies are being forwarded to:

R. S. Asbury
A. C. Burdick
R. M. Cowlishaw
G. F. Kirby
W. R. Perdue
~~G. S. Roberts~~
J. B. Taylor, Jr.
B. B. Turner
F. P. Warner

1 - CED
1 - RLG
1 - our file

C. A. Kyle

CAK:mmm
Enc.

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