

July 26, 1949

Dr. S. Lenher,
E. I. Du Pont de Nemours and Co.,
Du Pont Building,
Wilmington 98, Delaware.

Dear Doctor Lenher:

At long last I have been able to put together the terms of an agreement, which, so far as I am able to see, covers the situation presented by the relationships of this Laboratory and your Company in an adequate manner. I send you four copies of this as I have drawn it up, with the idea that you will have an opportunity to present it to several of your associates for consideration, but not necessarily with the idea that the document is ready for execution by your people in its present form. I have not consulted an attorney in drawing up the agreement nor have I submitted it to be passed on by the University authorities. It seemed probable to me that your people would wish to look at it rather carefully and perhaps to change its phraseology in spots, or, perhaps, even to make certain additions or deletions. It seems a reasonable expression of my attitude and that of the University, and therefore I am quite confident that any changes which do not violate the rights of the University in the matter will meet with formal approval of the Board of Directors of the University.

I have included certain specific sums, in relation to the program of fundamental research, on the basis of my own feeling as to what might well be an appropriate share of your Company's interest in a program of fundamental research which we have planned in skeleton outline, and which we think will cost very nearly \$100,000.00 per year to carry on. You may want more details on this matter, and I should be prepared to supply them in due course. Perhaps it will suffice at this time to say that I have set aside a sizable space in which, at present, we are planning to install a large respiratory chamber. The design of this has been worked out, and the details of it are in process of being engineered. I trust we shall have it well under way in construction by September 1, although it appears that there may be some delay in the delivery of certain items of necessary material. This room is planned to be of sufficient size to house one or more experimental subjects during seven hours of the 8-hour working day, during which time the subject will carry on office work or simple laboratory work. The room is equipped with a lock, in which there will be a double locker and a shower. Into this room we expect to introduce an atmosphere laden to a proper safe extent with a finely particulate lead compound of known particle size and composition, in simulation of

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to be defrayed, as they are at the present time, on the basis of a quarterly invoice for services rendered. I see no other way in which items of this sort can be handled without a certain amount of lost motion on your part and ours. Present practice has been satisfactory from our viewpoint, and it has been advantageous, in that it has permitted your people to have a considerable latitude and flexibility.

It so happens that I shall be out of Cincinnati on a trip that combines professional activities with a vacation, from August 1 until August 22 or thereabouts. For this reason if there should be any points in the present agreement which create serious obstacles, it might do just as well if you were to telephone me on Thursday or Friday of this week. On the other hand, if the agreement is essentially satisfactory, I would suggest that you draw it up in what would seem to you to be a final form, have it executed at your end and then forward it to my office. On my return I shall have it dealt with by the Board as promptly as possible, with the idea of having it dated at or near September 1.

I regret that I have been delayed so long in bringing this matter to its present state, but I dare say you will realize that the past several weeks since I last saw you have been rather hectic. As a matter of fact, there have been so many small difficulties in connection with the completion of our new Laboratory wing, that I shall be very slow indeed in considering any further physical expansion of our facilities.

With kindest personal regards,

Cordially yours,

Robert A. Kehoe, M. D.

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Enc.

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AGREEMENT made this firstday of September, 1949, between E. I. DU PONT DE NEMOURS AND COMPANY, a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at Wilmington, Delaware, hereinafter called "DuPont," and the UNIVERSITY OF CINCINNATI, Cincinnati, Ohio, hereinafter called "the University:"

W I T N E S S E T H

WHEREAS, the University has a unit of organized research known as the Kettering Laboratory (hereinafter called the "Laboratory"), which has had broad experience in the hygienic problems relating to the manufacture, distribution and use of tetraethyl lead and other chemical products associated with tetraethyl lead in the preparation of anti-detonant products for use in motor fuels, and also has facilities for the conduct of field investigations and fundamental research in relation to these hygienic problems, and

WHEREAS, DuPont desires to avail itself of professional advice and guidance, from time to time, in the aforesaid hygienic matters, and wishes to call upon the Laboratory, from time to time, for analytical and other investigative and diagnostic services, and further wishes to support and maintain fundamental research as to the physiology and toxicology of the absorption of lead compounds by human beings,

IN CONSIDERATION OF THE MUTUAL PROMISES HEREINAFTER SET FORTH, IT IS AGREED:

(1) The Laboratory shall give advice and assistance, within the limits of its facilities and in compatibility with its present contractual and professional responsibilities, and shall

conduct hygienic investigations in the manufacturing plants or in the field of operations of Du Pont to an extent that shall be agreed upon currently as feasible and desirable.

(2) The Laboratory shall carry out studies and investigations on the physiology and toxicology of lead absorption in accordance with a program, the scope and approximate cost of which, as these relate to Du Pont, shall be subject to agreement at intervals of one year or more, but not less. Such studies and investigations shall be carried out within the limits of the available facilities of the Laboratory, but, if further facilities be required in order to employ the best known methods and procedures or to enlarge the scope of the investigative program, the work and the facilities may be amplified at the expense of Du Pont by mutual agreement of the parties thereto.

(3) The University shall have full and complete responsibility for services rendered, and complete charge of planning and conducting the investigative program, and all members of the staff of the Laboratory engaged in such activities shall be at all times under its sole supervision and control.

(4) The Laboratory shall have the right to disseminate for the public good the information obtained by its own observations and investigations.

(5) In the conduct of its work under the agreement, the Laboratory agrees:

(a) to prepare full and complete reports of field investigations, and to provide comprehensive reports on long-term investigations, in accordance with the progress of the work and, in any case, at annual intervals.

(b) To furnish the manuscripts of all public reports and scientific publications of investigative work under this agreement to Du Pont for criticism and suggestion, prior to their issuance.

(c) To maintain as confidential all trade information given it confidentially by Du Pont in seeking advice and assistance and in providing commercial or operational "know-how" or background for hygienic investigations.

(d) To render complete accounts at regular intervals, and in any case, annually, of all receipts from Du Pont, and of all expenditures made in the prosecution of the work agreed upon.

(e) To limit its expenditures in the prosecution of the work under this agreement over any specified period not less than one (1) year in duration, so as not to exceed the sum mutually agreed upon for use during the specified period.

(f) To refund any sums remaining at the end of the specified period or on the termination of this agreement, or to apply them as instructed by Du Pont.

(g) The name of the University or of the Laboratory or of any member, officer or employee of the University or Laboratory shall not be used in any advertising matter at any time during the progress of the work or thereafter.

(7) Reports of the Laboratory, scientific publications or photostatic copies thereof, may be used by Du Pont as evidence of facts established by the work.

(8) The term of this agreement shall commence on September , 1949, and shall terminate on December 31, 1949 provided, however, that said term shall be renewed automatically at that time and from

year to year thereafter, with such modifications as the parties may agree upon in writing, unless either party hereto shall, at least three (3) months prior to any annual anniversary date, give written notice to the other party of its intention to terminate the same at the end of such anniversary.

(9) The services of consultation and assistance referred to in paragraph 1 of this agreement shall be rendered to Du Pont at their cost to the Laboratory, as determined by conventional accounting procedures, based upon the applicable proportion of the compensation of individuals rendering such service, plus traveling expense when incurred, plus the pertinent overhead expense of the operation of the Laboratory. Itemized accounts of the cost of such service shall be furnished to Du Pont at quarterly intervals.

(10) The cost of the program of physiological and toxicological investigation, referred to in paragraph 2 of this agreement, may not exceed \$12,000.00 during the period ending December 31, 1949, nor \$30,000.00 during the year 1950. This limitation of expenditures on the part of the Laboratory for the purposes of conducting this work under this agreement shall continue automatically until the agreement shall have been modified in its terms in accordance with paragraph 2, or until it shall have been terminated. The sum of \$12,000.00 shall be payable at the time of execution of this agreement. Thereafter the proportional sum due under the terms of this agreement shall be paid in advance at the beginning of each quarter of the year.

(11) This agreement may not be assigned, in whole or in part, by either party, without the written consent of the other party.

E. I. Du Pont de Nemours and Co.

By _____

University of Cincinnati
Through its Board of Directors

By _____

Chairman

Clerk