

Monsanto

Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63168
(314) Oxford 4-1000

May 13, 1968

Cornell-Dubilier Electric Corp.
New Bedford
Massachusetts

Gentlemen:

Monsanto Company (hereinafter referred to as "Monsanto") has developed a process for refining halogenated hydrocarbons in order to produce high quality dielectric fluids for use in electrical apparatus. Pursuant to the request of Cornell-Dubilier Electric Corp. (hereinafter referred to as "CD") personnel of Monsanto will discuss with personnel of CD confidential information with respect to the refining process. In order to enable CD to fully consider the possibility of obtaining from Monsanto the right to use the refining process, it will be necessary for Monsanto to disclose certain confidential information of Monsanto (hereinafter referred to as "Monsanto Information").

Accordingly, this letter is for the purpose of setting forth the mutual understanding between Monsanto and CD as to the terms and conditions under which Monsanto will disclose Monsanto Information to CD.

CD agrees that, with respect to Monsanto Information supplied by Monsanto to CD, CD shall not for a period of five (5) years from the date of this Agreement duplicate, use or disclose to others unless specifically authorized by Monsanto, in writing, Monsanto Information obtained by CD under this Agreement, provided, however, that CD shall not be subject to the restrictive obligations set forth herein with respect to Monsanto Information to the extent Monsanto Information is

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- (1) known to CD at the time of its receipt from Monsanto which can be established by documentary evidence,
- (2) is or through no fault or act of CD becomes part of the public knowledge or literature or
- (3) lawfully becomes available to CD from a source other than Monsanto.

Specific portions of Monsanto Information shall not be deemed in the prior possession of CD or in the public knowledge or literature merely because it is embraced by more general information in the prior possession of CD or in the public knowledge or literature.

Monsanto hereby grants to CD the right to utilize Monsanto Information for CD's own purposes without charge, subject to the right reserved to Monsanto to revoke the foregoing grant to CD on one year's written notice to CD.

If the foregoing terms and conditions meet with the understanding and approval of CD, please show the acceptance of CD by having an authorized officer of CD execute this letter in duplicate at the place indicated below and return one of the executed duplicates to us.

Very truly yours,

MONSANTO COMPANY

By Tim Smith
Vice President

ACCEPTED AND AGREED TO:

CORNELL-DUBILIER ELECTRIC CORP.

BY R. M. Blough

Title: Treasurer

Date: June 28, 1968

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