Monsanto

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

September 15, 1975

Versar, Inc.
6621 Electronic Drive
Springfield, Va. 22151

Attention: Ms. G. Contos

Dear Ms. Contos:

In recent discussions with our Mr. Desmond B. Hosmer, you have expressed an interest in obtaining information relating to a process that we are using in our polychlorbiphenyl plant at Sauget, Illinois. We understand that you need such information for the purpose of enabling you to prepare a study, under Contract No. 68-01-3259, for the U.S. Environmental Protection Agency (hereinafter referred to as the "EPA") of emission control technology utilized in polychlorbiphenyl plants (hereinafter referred to as the "PCB STUDY"). We further understand that EPA will have access to all such information and that all or portions of such information will be transmitted to EPA, in compliance with your contractual obligations to EPA. Although we consider such information to be of a confidential and proprietary nature, having been developed by Monsanto Company at considerable expense, we are willing to disclose it to you for such purpose upon your agreement to the following terms and conditions.

Accordingly, this instrument is to confirm the mutual understanding between Versar, Inc. (hereinafter referred to as "Versar") and Monsanto Industrial Chemicals Co. (hereinafter referred to as "MICC"), an operating unit of Monsanto Company, as to the terms and conditions under which MICC will disclose to Versar certain information relating to the PCB process used in MICC's plant at Sauget, Illinois.

All information obtained by Versar by observation in MICC's plant, by testing and/or analysis of process streams as well as by written and oral communications from MICC personnel will be hereinafter referred to as "PCB INFORMATION" and considered to have been disclosed to Versar by MICC.

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Versar understands and agrees that any disclosure of PCB INFORMATION hereunder is for the purposes of enabling Versar to

(1) prepare the PCB STUDY
(2) transmit the PCB STUDY to the EPA.

Versar agrees that Versar will keep PCB INFORMATION confidential and that it will not disclose to others, duplicate or use for any other purpose any PCB INFORMATION disclosed hereunder, without the prior written consent of MICC. In this connection Versar will disclose PCB INFORMATION only to those Versar personnel who have a need to know PCB INFORMATION for the above-stated purpose and who have been informed of Versar's obligations hereunder and obligated, in writing, to comply therewith.

It is understood and agreed that the obligations of Versar and/or its personnel hereunder shall apply to any and all PCB INFORMATION disclosed to Versar except any PCB INFORMATION which is or becomes publicly known through no wrongful act of Versar. It is further agreed and understood that specific PCB INFORMATION disclosed to Versar by MICC shall not be deemed to be within the exception set forth above merely because it is embraced by more general information to which said exception may apply.

Furthermore, Versar agrees to take all actions necessary to insure that PCB INFORMATION is treated by the EPA as trade secret and confidential information and entitled to protection by the EPA from public disclosure, such actions including but not limited to:

(1) identifying and labeling all documents containing any PCB INFORMATION as "CLAIMED TO BE TRADE SECRET AND CONFIDENTIAL INFORMATION BY MONSANTO COMPANY",

(2) notifying the EPA, in writing, that PCB INFORMATION is claimed by Monsanto Company to consist of trade secret and confidential information and, as such, is claimed to be entitled to confidential treatment and protection from public disclosure.

(3) requesting the EPA, in writing, to treat PCB INFORMATION as trade secret and confidential information of Monsanto Company upon disclosure of PCB INFORMATION to the EPA.

(4) if requested by MICC, obtaining EPA's agreement that specific portions of PCB INFORMATION is a trade secret of Monsanto Company prior to disclosure of such information to the EPA.

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(5) forwarding to MICC a copy of the POLYCHLORBIPHENYLS STUDY (deleted of trade secret information obtained from other sources) upon transmittal of same to EPA.

(6) maintaining written records to show that such actions have been taken, and

(7) affording MICC the opportunity to determine, at reasonable times and places, if such actions have been taken.

Versar agrees to return to MICC all documents in its possession which contain any PCB INFORMATION upon the completion and transmittal of the POLYCHLORBIPHENYLS STUDY.

It is understood and agreed that Versar will receive no license or other rights from MICC in relation to PCB INFORMATION except as expressly set forth hereinabove.

If the foregoing terms and conditions meet with the understanding and approval of Versar, please have an authorized officer of Versar execute this instrument in duplicate at the place indicated below and return one of the executed duplicates to MICC whereupon this instrument shall constitute an agreement between Versar and MICC as of the date of acceptance by Versar.

Very truly yours,

WPH 9/16/75

Monsanto Industrial Chemicals Co.

By _____ JFM

General Manager, Specialty & Process Chemicals Division-MICC

ACCEPTED AND AGREED TO THIS

2 DAY OF October, 1975.

VERSAR, INC.

By _____

Title Vice-President

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