

CONOCO

Lake Charles VCM Plant

CERTIFIED MAIL #326127
RETURN RECEIPT REQUESTED

July 18, 1980

RECEIVED

JUL 21 1980

Conoco Chemicals Company
A Division of Conoco Inc.
P.O. Box 605
Westlake, Louisiana 70669
(318) 491-5211

FBI Level

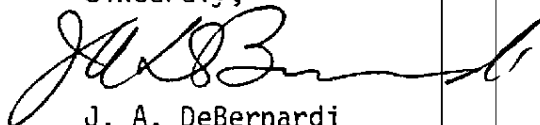
Martin E. Brittain, P. E.
EPA Region 6, NESHAP Coordinator
Air Enforcement Branch (6AEAE)
United States Environmental Protection Agency
1201 Elm Street
Dallas, TX 75270

Dear Mr. Brittain:

The purpose of this letter is to advise you that we have reached agreement with TRW related to a Confidentiality/Restricted Use Agreement concerning TRW's use of material contained in Conoco's VCM Plant NESHAP file to complete their work under NSS Contract No. 68-02-3063. I have attached a copy of the executed agreement for your file.

This letter and agreement copy is intended to serve as the Conoco VCM Plant's authorization for you to release the required material from our NESHAP file to TRW.

Sincerely,



J. A. DeBernardi

is

Enc

CC + enc: James W. Bodamer, Jr. - TRW

BCC + enc:

REL-CRH-HJN-VAM-GLF-PLF-DLD-JWW-JCL

VVC 000012993

Environmental Engineering Division
TRW Inc.
One Space Park
Redondo Beach, California 90278

Attention: Mr. J. W. Clarke
Business Manager

Gentlemen:

It is our understanding that the Environmental Engineering Division, TRW Inc. (hereinafter "TRW") desires to have access to a certain file maintained by the U. S. Environmental Protection Agency (hereinafter "EPA") at the EPA Regional Office in Dallas, Texas, and related to NESHAP vinyl chloride standards, which file contains confidential information of Conoco relating to its VCM manufacturing facilities located in Lake Charles, Louisiana. It is further understood that access to these files is for the purpose of conducting a review pursuant to a contract with the EPA (Contract No. 68-02-3063).

We are willing to permit the EPA to allow you access to Conoco's confidential information contained in the EPA files under the following terms:

1. "Confidential Information" shall mean all information relating to the above-mentioned facility contained in EPA files and marked "CONFIDENTIAL" which is revealed to TRW by EPA, directly or indirectly, except to the extent TRW can demonstrate that the same (a) is in its possession prior to disclosure without binder of secrecy as shown by competent documentary evidence, (b) is then or later becomes part of the public domain through no fault of TRW, or (c) is thereafter received by TRW from a third party without binder of secrecy and who has not directly or indirectly derived the same from Conoco; provided that technical information disclosed to TRW under this Agreement which is specific, e.g. as to engineering and design practices and techniques, equipment, products, operating conditions for treating specific materials, and the like, shall not be considered to be within the foregoing exceptions merely because they are embraced by general disclosures in the public domain or in TRW's possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in TRW's possession, but only if the combination itself and its principle of operation are in the public domain or in TRW's possession.

VVC 000012994

2. TWR agrees not to disclose Conoco's Confidential Information to third parties not already under like binder of secrecy from Conoco, and not to use the same except for the purpose noted above.
3. TRW shall limit access to Conoco's Confidential Information to those employees as necessary to carry out the work required under its EPA contract and to whom TRW shall have advised of the confidential nature thereof and of the confidentiality obligations of this Agreement.
4. TWR agrees to label as "Confidential" all Conoco Confidential Information which is included in any written document provided to EPA in connection with its above-mentioned EPA contract.
5. Upon completion of the above-mentioned EPA contract, TWR agrees to return any and all documents containing Conoco Confidential Information to EPA.
6. This Agreement shall not be construed to grant you any license or other rights except as noted herein.

If the foregoing meets with your approval please indicate your acceptance of these conditions by having your authorized representative sign and return to us the enclosed copy.

CONOCO INC.
CONOCO CHEMICALS COMPANY DIVISION

By *[Signature]* *PF*
Title *VP Operations*
Date *11/10/80*

Accepted and Agreed:

TWR Inc.

By *[Signature]*
Title *VP Operations*
Date *11/10/80*

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