

TO: Distribution

~~TGG: JEL: MMG: AJO: RF~~

XF: none

FROM: T. G. Grumbles

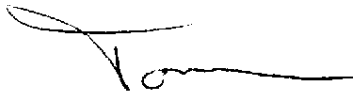
DATE: July 17, 1989

VISTA

Interoffice
Communication

SUBJ: ALUMINA 8(C) ALLEGATION INVESTIGATION

Attached is a contract with Dr. Jenkins to develop an alumina inhalation testing protocol. We should have the work product by early September. At that time, I plan to have Dr. Jenkins make a presentation regarding the what's and why's of the protocol.



T. G. Grumbles

dlj
.715

Attachment

Distribution: J. Friend, K. L. Fogg-LCCP
J. A. DeBernardi, J. Drumwright, R. Andersen, G.
Hoenes

VVV 000009384

LETTER OF AGREEMENT

PARTIES

This agreement is made this 30th day of June, 1989 between Vista Chemical Company ("Client") and Toxicology Resources.

PROJECT

By joining in this Agreement, Client retains Toxicology Resources to provide outside professional consultation in connection with the project described in the Scope section of this document.

SCOPE

The scope of this project is as described and limited to the following paragraphs:

1. Toxicology Resources will develop and deliver to Client a toxicological testing protocol design for inhalation testing of Vista Alumina to explore reasonably and reliably measurable physiological effects and acute upper respiratory tract morphological changes that are indicative of irritation.
2. Toxicology Resources will identify a toxicological testing laboratory and/or appropriate organizations to complete the protocol work.

TERM

It is agreed by the parties that the work product shall be provided to Client no later than 60 days after the signing of this Agreement.

FEES

1. Toxicology Resources will charge \$75.00 per hour for the work of Lawrence J. Jenkins, who will solely do the work defined in the "Scope".
2. Identifiable expenses are not included in the hourly rate. These expenses include telephone, computer on-line time, mileage, parking, photocopies, etc. These expenses are billed, when incurred, without the addition of overhead charges.
3. Any out of town travel necessary shall be negotiated separately.

VVV 000009385

INVOICES

Toxicology Resources will submit invoices to Vista every 30 days for expenses and charges incurred to that time. Each invoice will be paid within 30 days of presentation to Vista.

CONFIDENTIALITY

Toxicology Resources agrees to hold all information by Vista and work products provided to Vista as confidential. The work products provided will be solely owned by Vista.

GENERAL LIABILITY

Toxicology Resources is covered by general liability insurance in the amount of \$400,000. Certificates of insurance shall be provided to Vista upon request. Within the limits of and conditions of such insurance, Toxicology Resources agrees to indemnify and hold Vista harmless from any loss, damage, or liability arising directly from any negligent act or omission by Toxicology Resources.

NOTICES

Any correspondence, billing, or other written correspondence shall be addressed to the parties as indicated below:

Toxicology Resources
Lawrence J. Jenkins - President
20622 Laverton Drive
Katy, Texas 77450

Vista Chemical Company
Thomas G. Grumbles
Environmental Quality Manager
P. O. Box 19029
Houston, Texas 77274

Agreed to and accepted this the 5th day of July, 1989.

Vista Chemical Company

Toxicology Resources

WJ R. J. Andersen
R. J. Andersen - Vice President
Industrial Chemicals

Lawrence Jenkins
Lawrence Jenkins - President
Toxicology Resources

VVV 000009386