PLAINTIFF'S EXHIBIT
ETCO-65

April 17, 1974

To Mr. R. H. Cowlishaw

Bob, I am transmitting under separate cover, one copy each of the Barnard and Burk, Dyer & Moody, John Lowery, and Walk-Haydel contracts to Mr. J. W. Fleniken, and one copy of the Beard contract to Mr. D. B. Howard for their use in paying of pertinent invoices.

Claude
C. E. Daviet

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DO NOT REMOVE
COPY SUPPLIED ON REQUEST

ETHYL

C. E. DAVIET
ENGINEERING DEPARTMENT

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ETHYL CORPORATION

INTER-OFFICE

To Mr. W. D. Gottwald, Jr. Address

From C. E. Daviet Address

Subject Engineering Services Contracts Date April 17, 1974

Enclosed is an originally signed copy of each of the five following contracts. These contracts update the prior agreements which were terminated December 31, 1973 and cover increased terms for services provided as commencing January 1, 1974.

Barnard and Burk, Inc.
~~Beard Engineering, Inc.~~
~~Dyer & Moody, Inc.~~
~~John L. Lowery and Associates~~
~~Walk, Haydel & Associates, Inc.~~

C. E. Daviet

Claude E. Daviet
Engineering Contract Administrator

CED:jb
Attachments
cc: Messrs. R. H. Cowlishaw
C. A. Kyle
G. S. Roberts

bcc: Messrs. V. O. Mitchell
M. Simmonds
L. H. Stephens

E-08782

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ETHYL CORPORATION

Advice of Contract Clearance

Division or Department Engineering Contract Date January 1, 1974

Location Baton Rouge Contract Number (If any)

Contractor (Individual or Corporation) Barnard and Burk, Inc. ~~Beard Engineering, Inc.~~ ~~Dyer and Moody, Inc.~~ ~~John L. Lowery and Associates~~ ~~Walk, Haydel & Associates, Inc.~~

Description (Brief Outline) Engineering Services

A. Reviewed and Cleared by:

	Name or Initial	Date
Law		
Patent (if required)		
Finance:		
Tax		
Insurance		
Cash Control		

X B. This contract does not require specific clearance under Section V of Contract Procedure, since it is a "standard" or "simple, routine" contract. These Contracts cover increased terms for services provided commencing January 1, 1974.

C. E. Marist — Div. or Dept. Contract Administrator's Initials

4/17/74 — Date

Note: After clearance has been completed, the department or division contract administrator will forward this form attached to the applicable contract to the Corporate Contract Administrator for his records.

E-08783

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BARNARD AND BURK, INC.
ENGINEERS & CONSTRUCTORS
MAYFAIR DRIVE - PARK PLAZA
BOX 15648
BATON ROUGE, LA. 70815

March 19, 1974

Ethyl Corporation
Engineering Department
Ethyl Tower
451 Florida
Baton Rouge, La. 70801

Attention: Mr. Claude E. Daviet

Reference: Engineering Services Contractual Agreement

Dear Mr. Daviet:

Enclosed are two (2) executed Contractual Agreements which you recently sent to us.

I trust all is in order, and be assured it is our pleasure to have the opportunity of serving you and the Ethyl Corporation.

Yours very truly,

BARNARD & BURK, INC.

John L. Daniel
Senior Vice President

JLD/ph

E-08784

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THIS AGREEMENT made and entered into this first day of January 1974 by and between ETHYL CORPORATION, a Virginia corporation, herein represented by G. S. Roberts, its Chief Engineer, duly authorized (hereinafter referred to as "ETHYL"), and BARNARD AND BURK, INC., a Louisiana corporation with principal offices at Mayfair Drive, Park Plaza in the City of Baton Rouge, Louisiana, herein represented by John L. Daniel, its Executive Vice President, duly authorized (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, ETHYL requires the services of engineers and other personnel to assist and supplement its own engineering staff in the performance of engineering work; and,

WHEREAS, CONTRACTOR represents that it agrees to furnish its personnel by assigning them to work in conjunction with ETHYL's Engineering Department staff to perform such services as project engineers, project design and/or specification engineers; mechanical, piping, civil, structural, architectural, electrical, designers and draftsmen; instrumentation engineers, designers and draftsmen; mechanical development engineers, designers, and draftsmen, and if requested, a design leader and/or squad leader(s), estimators, "material take-off" personnel, inspectors, and model builders; and further represents that it is in a position to furnish engineering services to ETHYL at CONTRACTOR's offices,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by CONTRACTOR and ETHYL as follows:

1.

CONTRACTOR will make available to ETHYL on a full-time basis the number and classification of engineering personnel that ETHYL from time to time designates it requires to provide the engineering services which are to be performed in conjunction with ETHYL's Engineering Department staff. ETHYL shall have the right to increase or reduce its prior designation at any time provided that, in the event ETHYL reduces its requirement for CONTRACTOR's engineering personnel without giving a two week prior notice, ETHYL will pay CONTRACTOR an amount of money equivalent to two weeks straight-time billing rate (as defined in Articles 4 and 7 hereof) for each of CONTRACTOR's employees who as a result of such reduction no longer performs services hereunder, except and unless said CONTRACTOR's employee continues to be an employee of CONTRACTOR.

2.

During all such times as CONTRACTOR supplies engineering personnel assistance to ETHYL in accordance with Article 1, of this AGREEMENT, ETHYL, at its option, may request the services of a "Design Leader". Said Design Leader may be an employee of CONTRACTOR or of "another" contractor and shall be responsible for the technical direction and coordination of the work of the squad leaders and mechanical, piping, structural, and electrical draftsmen and designers furnished hereunder or by "other contractors". If the Design Leader is an employee of CONTRACTOR, he may also be assigned other special responsibilities such as collecting weekly work hours reports' of the project engineers, design engineers, specification engineers, development draftsmen and designers, estimators, material take-off personnel, inspectors, and model builders furnished by CONTRACTOR hereunder, and may or may not be CONTRACTOR's

representative in all matters pertaining to this AGREEMENT. Should said Design Leader be provided by an "other contractor" and during periods when ETHYL does not desire the services of a resident "Design Leader," CONTRACTOR shall designate one employee to handle necessary work hours reports, etc., required for payroll and billing computations, etc. So long as the work is being performed in ETHYL's office the overall direction and coordination of the work performed by CONTRACTOR's personnel under the terms of this AGREEMENT shall, however, be the responsibility of ETHYL, whether or not a resident "Design Leader" is furnished by CONTRACTOR. For projects that may be assigned to CONTRACTOR on a full responsibility basis, refer to Article 8 of this AGREEMENT.

3.

It is distinctly understood and agreed that at all times during the continuance of this AGREEMENT, CONTRACTOR shall, for all purposes, be deemed and considered an Independent Contractor and any and all engineering personnel furnished hereunder by CONTRACTOR shall, for any and all purposes, be deemed and considered employees of CONTRACTOR and not of ETHYL.

4.

Prior to CONTRACTOR's assigning any of its engineering personnel for services under the terms of this AGREEMENT, it shall submit each employee's qualifications to ETHYL in writing and shall advise ETHYL of his salary. ETHYL reserves the right to approve the qualifications and to accept or reject any of the CONTRACTOR's employees proposed for required services as well as to approve said employee's salary as a billing rate for such services in accordance with Article 7 of this AGREEMENT.

Exhibit "A", dated January 1, 1974 sets forth the current salary ranges applicable to the various service classifications. ETHYL will update this schedule from time to time as it deems necessary. ETHYL also reserves the right to request interviews with prospective assignees prior to acceptance of these assignees under the terms of Article 1 of this AGREEMENT. Whenever CONTRACTOR proposes to increase the salary of any of its employees assigned to ETHYL, CONTRACTOR shall so advise ETHYL in writing at least two weeks prior to such increase and shall obtain ETHYL's approval to increase the billing rate to ETHYL accordingly for the required services. CONTRACTOR will remove from the performance of such service any of its employees whom ETHYL requests to be removed by reason of said employee failing to perform in a satisfactory manner the services for which he was supplied, or for any other just cause.

5.

All of CONTRACTOR's personnel furnished to perform services under the terms of this AGREEMENT will be required to work a minimum of eight (8) hours per day for five (5) days per week, except for holidays, vacations, etc., as provided herein. Any work in excess of forty (40) hours in any one work-week shall be performed only with the consent and prior approval of ETHYL.

6.

ETHYL agrees to provide CONTRACTOR's personnel assigned to perform services under the terms of Article 1 of this AGREEMENT with the working facilities deemed necessary by ETHYL (to include desks, drafting tables, chairs, and drafting machines, parallel bars or T-squares), but ETHYL will not furnish personal drafting tools. Such

personal tools are to be supplied by CONTRACTOR or by its employees at CONTRACTOR's option.

7.

As full compensation to CONTRACTOR for services rendered, performed, and furnished under Article 1 of this AGREEMENT, ETHYL agrees to:

(a) Pay CONTRACTOR for the time actually worked by each of CONTRACTOR's employees assigned hereunder up to forty (40) hours per week at an approved billing rate not to exceed employees actual salary on the basis of a forty hour straight-time work-week for time actually worked, and subject to the terms of Article 4 of this AGREEMENT.

(b) Pay CONTRACTOR for the time actually worked in excess of forty (40) hours in any week by each of CONTRACTOR's employees assigned hereunder at the approved billing rate as set forth in Subparagraph (a) above, except that when CONTRACTOR by reason of the Wage and Hour Law or area practice is required to pay overtime premium for hours worked in excess of forty hours per week, ETHYL will reimburse CONTRACTOR for hours worked in excess of forty hours in accordance with the current policy set forth in Exhibit "A" attached hereto.

(c) Pay CONTRACTOR to cover its profit, overhead, insurance, employment taxes, and all other costs, a fee equal to sixty percent (60%) of the approved straight-time billing rate as set forth in subparagraph (a) above, for all hours actually worked, up to forty (40) hours in any work week by any of its employees assigned hereunder.

(d) An additional fee equivalent to thirty percent (30%) of the approved straight-time billing rate as set forth in subparagraph (a) above, will be paid CONTRACTOR for all hours actually worked in excess of forty (40) hours by any of its employees assigned

hereunder.

(e) No fee shall be paid on the premium portion of overtime rates.

(f) In computing salaries under paragraph 7 (a), provided an employee of CONTRACTOR has performed services hereunder on ETHYL's regularly scheduled work day immediately before and immediately after a holiday, services will be considered to have been performed hereunder and ETHYL will reimburse a salary for eight hours of straight-time work, on all such holidays. If said official holiday occurs during a scheduled vacation, or bona-fide illness, the requirement for performance of work by the employees on ETHYL's regularly scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation, or bona-fide illness. The employee will be required to work the scheduled work day immediately before or after the holiday when such work days do not occur during the scheduled vacation or bona-fide illness.

(g) The term "scheduled vacation" shall be defined as a vacation period approved by ETHYL at least three weeks in advance of the first day in the vacation period. This requirement is particularly important when the vacation period includes, or is adjacent to on either end, one or more holidays.

(h) The term "bona-fide illness" shall be defined as illness confirmed by hospitalization or a doctor's signed statement.

(i) In computing overtime pay for those employees of CONTRACTOR who are paid for hours in excess of forty hours per week at base rate plus premium, by reason of the Wage and Hour Law or area practice, the following shall be observed:

"Holiday hours, payment for which said employee of CONTRACTOR has earned by working in accordance with the prestated requirements of this (Article 7), hours absent due to bona-fide illness, military leave, jury duty, and scheduled vacation hours shall be considered as hours work in deter-

mining total hours worked in a given week. The sole purpose of this paragraph is to establish the basis for payment to CONTRACTOR by ETHYL for overtime premium for any of its employees who worked overtime during weeks which contain holiday(s), scheduled vacations, military leave, jury duty, or periods of bona-fide illness in accordance with the defined exempt and non-exempt classifications set forth in Exhibit "A" attached hereto. Work in excess of eight hours in a given day does not in itself constitute 'overtime'."

Salaries paid by CONTRACTOR to its employees on other than official ETHYL Baton Rouge holidays are excluded from the terms of this Contractural AGREEMENT and ETHYL has no obligation in this regard.

(j) If a Contractor employee has performed services hereunder on the regularly scheduled work day immediately preceding and immediately following any officially designated holiday and, in addition, actually performs services on the specified holiday itself, ETHYL in addition to reimbursing the holiday time presumed to have been worked, will reimburse a salary for such hours actually worked equivalent to the employee's straight time rate of pay, but in computing fee thereon such hours will be considered as overtime. For those employees who are normally paid at base rate plus premium for hours in excess of forty per week, the hours actually worked on the holiday will be counted in determining the total hours worked in the week. ETHYL will pay CONTRACTOR a fee equivalent to sixty percent (60%) of the approved straight-time billing rate in accordance with subparagraph (a) of this Article 7 for holiday time presumed to have been worked.

(k) Sums due under this Article 7 will be paid by ETHYL within ten (10) days after audit and review by ETHYL of itemized semi-monthly invoices submitted by CONTRACTOR.

8.

(a) CONTRACTOR will also perform work for ETHYL at CONTRACTOR's offices, assuming overall project responsibility as requested; furnishing all supervision, direction, coordination, materials and supplies required; and such engineering design, drafting, consulting engineering field surveying and related services as are requested by ETHYL.

In acceptance of overall project responsibility, CONTRACTOR guarantees ETHYL its designs will fully comply with applicable codes and regulations including the Safety and Health Regulations of the Occupational Safety and Health Administration-Department of Labor

Whenever ETHYL avails itself of such services it will request current fixed hourly rates of CONTRACTOR. If accepted by ETHYL, these rates will become the basis for paying CONTRACTOR for the services.

(b) Tracing cloth (or paper) and other standard ETHYL forms will be furnished by ETHYL without charge to CONTRACTOR. Cost of drawing prints and other reproduction expense will be reimbursable to CONTRACTOR.

(c) Sums due under this Article 8 will be paid by ETHYL within ten (10) days after receipt by ETHYL of itemized invoices submitted by CONTRACTOR at the end of each month.

9.

All engineering and other personnel in the employ of CONTRACTOR shall, at all times while on ETHYL's premises, be subject to the rules and regulations of ETHYL with regard to safety and will confine themselves to areas designated by ETHYL.

10.

During all times this AGREEMENT is in effect, CONTRACTOR will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of CONTRACTOR and in the name of ETHYL as respective interests may appear.

(a) Workmen's Compensation and Employer's Liability Insurance shall be taken out and maintained in accordance with the Workmen's Compensation Law of the State of Louisiana, including occupational disease coverage and medical reimbursement, covering all employees working at, on, or away from the premises in the performance hereof. In addition, Employer's Liability insurance with limits of at least $100,000 per person and $100,000 aggregate with respect to all claims during each policy period, shall be carried to cover disease and injuries not covered under the Workmen's Compensation Law.

(b) Comprehensive General Liability and Contingent Liability Insurance shall be taken out and maintained to cover CONTRACTOR against any Public Liability and/or Property Damage claim that might arise from the operation hereof regardless of whether such operations be by CONTRACTOR or its Subcontractor(s) or any person(s) directly or indirectly employed by them. Such insurance shall be for an amount not less than $100,000 to cover injury or death of each person and not less than $500,000 to cover all persons sustaining injury or death as a result of each occurrence and for not less than $100,000 to cover loss or damage to property resulting from each accident. The Comprehensive Liability policy shall be endorsed so that wherever the word "accident" appears with respect to bodily injury liability, it will be changed to read "occurrence." Such insurance shall not exclude injury to or destruction of wires, conduits, mines, sewers, or other similar property or appurtenances or any apparatus in connection therewith below the surface of the ground nor shall such insurance exclude blasting, explosion, or collapse.

(c) Automotive Public Liability and Property Damage Insurance shall be taken out and maintained to cover the interests of CONTRACTOR against any public liability or property damage claims arising from the operation of motor vehicles in performance of the work under this contract, whether such operation be by CONTRACTOR or its Subcontractor(s) or any person(s) directly or indirectly employed by them. The amount of such insurance shall not be less than $100,000 for injury including death to any person and not less than $500,000 to cover injury to all persons in any one accident. Property damage insurance shall be for an amount not less than $50,000 per accident.

(d) Insurance Certificates - Two copies of the insurance certificates attesting to the fact that the above insurance is in effect shall be filed with Ethyl Corporation, attention Insurance Coordinator, Box 341, Baton Rouge, Louisiana 70821 prior to the commencement of work under this AGREEMENT. All certificates must include the following clause: "It is agreed that a ten (10) day notice of cancellation of any material change in these policies will be given to Ethyl Corporation, Attention Insurance Coordinator, Box 341, Baton Rouge, Louisiana 70821, as evidenced by return receipt of registered mail." CONTRACTOR shall on request permit an authorized agent of ETHYL to examine the original copies of any and all insurance policies issued in compliance with the above requirements.

11.

During the continuance of this AGREEMENT, CONTRACTOR shall comply with and make all payments required by all applicable laws, rules, regulations and orders of the Federal, State and local Governments, regulating and in regard to the employment of

its employees in the performance thereof including Executive Order 11246 as stated in Section 202. CONTRACTOR indemnifies and holds ETHYL harmless from and against any and all losses and damages ETHYL may suffer and sustain arising from and resulting from its default in effecting such compliance or making such payments.

12.

In the performance of the work authorized hereunder, ETHYL will from time to time release to CONTRACTOR and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. CONTRACTOR hereby agrees that all information and "know-how" released to it by ETHYL hereunder, whether in the form of drawings or tracings or otherwise, or acquired in visits to ETHYL plants, will be held confidential and will not be made known to others without ETHYL's written consent. All tracings, prints, specifications, etc., prepared by CONTRACTOR and all drawings, tracings, prints, and other information furnished to CONTRACTOR by ETHYL or others for the work authorized hereunder are to be the exclusive property of ETHYL and are to be turned over to ETHYL upon completion of the work authorized hereunder.

CONTRACTOR agrees to use reasonable care in the selection and assignment of personnel for the work authorized hereunder and to take proper precautions to avoid the unauthorized dissemination of information and "know-how" acquired from ETHYL or developed by CONTRACTOR during the prosecution thereof and relating thereto.

All inventions and discoveries relating to the manufacture of tetraethyllead or intermediate products used therein or to any other product or any matter in which ETHYL may have or may develop an interest, made or conceived by personnel of CONTRACTOR

while engaged in the performance of work authorized hereunder or resulting from information and "know-how" acquired while engaged in the performance of work hereunder shall be the sole and absolute property of ETHYL and shall be assigned to ETHYL without further consideration.

If any person employed by CONTRACTOR in the performance of work hereunder makes a discovery or invention relating to the manufacture of tetraethyllead or intermediate products used therein, or to any other product or any matter in which Ethyl may have or may develop an interest, CONTRACTOR will make the fact of such discovery known to ETHYL as soon as it becomes known to CONTRACTOR. CONTRACTOR further agrees to request and use its best efforts in securing patent assignments to CONTRACTOR by its employees who perform services on work authorized herein, and agrees to assign to ETHYL any rights which CONTRACTOR might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of ETHYL.

CONTRACTOR will secure from each person employed by it in the performance of work hereunder an agreement as follows:

To Barnard and Burk, Inc.:

"In consideration of the remuneration paid me by Barnard and Burk, Inc., and in consideration, as a separate and sufficient compensation, of the information to be imparted to me and of the contacts, facilities, and methods of solution which will be available to me while in the employ of Barnard and Burk, Inc.,and assigned by it to work on assignments given to my employer by the Ethyl Corporation, I hereby agree:

"That any inventions or discoveries, or improvements, whether patentable or unpatentable, conceived by me or made in whole or in part by me during my employment with Barnard and Burk, Inc., and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Barnard and Burk, Inc

"That I will keep such proper records as I may be directed by my supervisor, and all records and all notebooks kept by me relating to the subject of this agreement, whether or not directed by my superior are the property of Barnard and Burk, Inc.;

"That during the period of my employment and for a period of ten years thereafter I will not use for myself or others or divulge to anyone other than those in Barnard and Burk, Inc., who are assigned to the same work as myself or others designated by my superior, any trade secrets and any secret or confidential information, "know-how", or data of Ethyl Corporation which may become known to me as a result of my employment, unless authorized by Ethyl Corporation, in writing, and I will use particular care to insure that such information, "know-how" and data does not become known to those who are engaged in activities competitive with those of Barnard and Burk, Inc., or Ethyl Corporation. I understand that much of the information I acquire as a result of my employment should, under no circumstances, be disclosed to others outside Ethyl Corporation and Barnard and Burk, Inc. There will also be much information that is marginal, and I recognize that it is difficult to draw an exact line of distinction in writing, although as a general rule it may be said that any unpublished information is secret and confidential. In those cases where doubt arises, I will obtain permission from Barnard and Burk, Inc., and Ethyl Corporation before using or divulging the information in question to others outside Barnard and Burk, Inc.

"That I will execute patent applications, domestic and foreign, and proper assignments and perform all other acts which Barnard and Burk, Inc. may reasonably require of me to vest in it all rights herein conveyed, said Barnard and Burk, Inc. bearing all reasonable expenses incurred by me at its request in connection therewith.

"This agreement supersedes all previous arrangements, agreements, or understanding, verbal or in writing, between me and Barnard and Burk, Inc. regarding its subject-matter."

"_____"
Employee

"Place_____"

"Date_____"

13.

The terms of this CONTRACTUAL AGREEMENT shall commence on January 1, 1974, and shall continue thereafter unless terminated by either party giving the other sixty (60) days written notice of its intention to terminate.

ETHYL and CONTRACTOR each bind themselves, their successors, executors, administrators, and assigns to the other parties to this AGREEMENT and to the successors, executors, administrators, and assigns of such other party in respect to all covenants, conditions, and provisions of this AGREEMENT.

Except as above, neither ETHYL nor CONTRACTOR shall assign, sublet, or transfer their interest in this AGREEMENT without the written consent of the other.

THUS DONE, ENTERED INTO, AND SIGNED in the presence of the witnesses whose names are subscribed opposite each respective signature as of the day and year first above written.

ETHYL CORPORATION

Mary E. Graham

By G S Roberts
G. S. Roberts, Chief Engineer

Claude E. Hunt

Date 3/11/74

BARNARD AND BURK, INC.

Peggy A Haymon

By John L Daniel
John L. Daniel, Executive Vice President

Vicki Wilson

Date 3/18/74

E-08799

January 1, 1974

EXHIBIT A

SALARY RANGES/PERSONNEL CLASSIFICATIONS

Bracket No.	Classifications	Salary Range
1	Junior Draftsman, Engineering Aide	450 - 650
2	Draftsman, Assistant Engineer	650 - 850
3	Senior Draftsman, Engineer B	850 - 1,050
4	Designer	1,050 - 1,250
4 A	Senior Designer, Engineer A	1,050 - 1,400
5	Specialty Engineer	1,400 - 1,750

Bracket No.	Other Classifications
1	Clerical
2 & 3	Artists, Model Builders, Technicians
4	Checkers, Estimators, Inspectors
4 A	Drafting Leader, Squad Leader

Brackets 1 through 4 are normally non-exempt	
Minimum salary of exempt	1,250.01
Time and one quarter (1-1/4) on salaries	1,250.01 - 1,450
Straight time (1) on salaries	1,450.01 - up