



ESTABLISHED 1802

E. I. DU PONT DE NEMOURS & COMPANY
INCORPORATED

WILMINGTON 98, DELAWARE

ORGANIC CHEMICALS DEPARTMENT

August 30, 1949

Dr. Robert A. Kehoe
Kettering Laboratory of Applied Physiology
University of Cincinnati
Cincinnati 19, Ohio

Dear Dr. Kehoe:

Enclosed are two copies of a proposed agreement between the University of Cincinnati and Du Pont relating to investigations of hygienic problems in connection with tetraethyl lead. This agreement follows fairly closely the substance of the draft forwarded with your letter of July 26, 1949 to Dr. Lenher but, as you can see, has been considerably revised as to form and sequence. As suggested in your letter, the enclosed agreement has been executed on behalf of our Company. If this form is satisfactory to the Board of Directors of the University, please have both copies executed by the proper officials and return one copy to us for our files.

If you have any questions concerning the enclosed agreement or suggestions as to changes we will be very glad to hear from you.

Very truly yours,

R. G. Clarkson
Patents & Contracts Division

RGC:RF
Enclosures

KE 0003212

C O P Y

THIS AGREEMENT made this firstday of September, 1949, between E. I. DU PONT DE NEMOURS AND COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "DU PONT") and the UNIVERSITY OF CINCINNATI, Cincinnati, Ohio (hereinafter referred to as "the UNIVERSITY.")

W I T N E S S E T H:

WHEREAS, the UNIVERSITY has an organized research unit which has had broad experience in hygienic problems relating to tetraethyl lead and other chemical products associated with tetraethyl lead for use in motor fuels; and

WHEREAS, DU PONT desires to avail itself of professional advice and guidance in the aforesaid hygienic matters, and also wishes to have the UNIVERSITY render to it analytical and other investigative and diagnostic services; and

WHEREAS, the UNIVERSITY has facilities for and is willing to render these services to DU PONT;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties agree as follows:

I. ADVICE AND ASSISTANCE:

(A) To the extent mutually agreed upon by the parties hereto from time to time, the UNIVERSITY shall give DU PONT advice and assistance and shall conduct investigations on hygienic problems relating to tetraethyl lead and other chemical products associated therewith for use in motor fuels.

(B) The services referred to in paragraph (A) above shall be rendered to DU PONT at the UNIVERSITY cost, as determined by conventional accounting procedure, based upon the applicable

proportion of the compensation of individuals rendering such services, plus traveling expenses when incurred, plus a pro rata portion of the overhead expense for the operation of the UNIVERSITY'S laboratories attributable to the performance of the services hereunder. Itemized accounts of such services shall be furnished to DU PONT at quarterly intervals and payments therefor shall be made by DU PONT within thirty (30) days after the receipt of each correct account.

II. PHYSIOLOGY AND TOXICOLOGY STUDIES:

(A) To the extent mutually agreed upon by the parties hereto from time to time, beginning September ^{first}, 1949, the UNIVERSITY shall carry out studies and investigations on the physiology and toxicology of lead absorption by human beings. Said studies and investigations for periods after December 31, 1949 to be agreed upon for periods of not less than one year. Such studies and investigations shall be carried out within the limits of the UNIVERSITY'S available facilities and if further facilities be required in order to employ the best known methods and procedures or to enlarge the scope of the investigative program, the work and facilities may be amplified at the expense of DU PONT by mutual agreement of the parties hereto.

(B) The cost, determined in accordance with conventional accounting procedures, of the physiological and toxicological studies and investigations under paragraph (A) of this Article II shall not exceed \$10,000.00 during the period commencing September ^{first}, 1949 and ending December 31, 1949, nor shall it exceed \$30,000.00 during any calendar year thereafter during the period of this agreement. The aforesaid \$10,000.00 shall be paid by DU PONT to the UNIVERSITY at the time of the execution of this agreement by both

parties hereto. Thereafter, the proportional sum due under this Article II shall be paid in advance at the beginning of each calendar quarter.

(C) The UNIVERSITY agrees to render to DU PONT complete accounts at regular intervals, and in any case at least once a year, of all receipts from DU PONT and of all expenditures made by the UNIVERSITY in the prosecution of the work under Article II (A).

(D) The UNIVERSITY agrees to refund to DU PONT any sums remaining at the end of any specified period, or to apply them as instructed by DU PONT. Further, any sums remaining at the termination of this agreement shall be refunded to DU PONT.

III. LIMITATION OF EXPENDITURES:

The UNIVERSITY agrees to limit its expenditures in the prosecution of the work under Article I and II so as not to exceed the sum mutually agreed upon by the parties for such work.

IV. GENERAL:

In the conduct of its work under this agreement, the UNIVERSITY agrees:

(a) To prepare full and complete reports of all investigations and studies and to provide comprehensive reports on long term investigations and to submit such reports to DU PONT in accordance with the progress of the work and in any event at least at annual intervals.

(b) To furnish the manuscripts of all public reports and scientific publications of investigative work under this agreement to DU PONT for criticism and suggestions prior to their publication, it being understood, however, that DU PONT assumes no responsibility and the UNIVERSITY agrees to hold DU PONT harmless for any criticisms

or suggestions which may be made.

(c) To maintain as confidential, all information of a confidential nature which may be given it by DU PONT.

V. PUBLIC DISCLOSURE:

The UNIVERSITY shall have the right to disseminate for the public good, all information obtained by its own observations and investigations.

VI. REPORTS AS EVIDENCE:

Reports of the UNIVERSITY, scientific publications or photostatic copies thereof, may be used by DU PONT as evidence of facts established by the work, but except for such use the name of the UNIVERSITY shall not be used in any advertising matter by DU PONT at any time during the progress of the work or thereafter.

VII. SUPERVISION AND CONTROL:

The UNIVERSITY shall have and shall accept full and complete responsibility for all services rendered to DU PONT hereunder and said UNIVERSITY shall have complete charge of planning and conducting the investigative program and shall have complete and sole supervision and control of all the members of its staff.

VIII. ASSIGNMENT:

This agreement shall not be assignable by either party, in whole or in part, without the written consent of the other party.

IX. PERIOD OF AGREEMENT:

The term of this agreement shall commence on September *first*, 1949, and shall terminate on December 31, 1949, provided, however, that said term shall be renewed automatically at that time and from year to year thereafter unless either party hereto shall, at least three (3) months prior to December 31, 1949 or any anniversary date

thereafter give written notice to the other party of its intention to terminate the same on December 31 of any year.

X. ENTIRETY:

This contract embodies all the understandings and agreements between the parties hereto concerning the subject matter hereof and there are no previous or contemporaneous understandings or agreements, oral or written, which are not set forth herein. No subsequent modification of this contract shall be of any force or effect unless in writing and signed by the party claimed to be bound thereby.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the day and year first written above.

E. I. DU PONT DE NEMOURS AND COMPANY

By (Signed) J. F. Daley

Title General Manager
Organic Chemicals Department
 EBC
 RGC

WITNESS:

(Signed) R. J. Clarkson

UNIVERSITY OF CINCINNATI
 Through its Board of Directors

By /s/ Frank F. Dinsmore
 Chairman

/s/ N. P. Auburn
 Clerk

WITNESS:

/s/ Betty L. Dingler

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