

AGREEMENT made this 25th day of August 1961,
between ETHYL CORPORATION, a Delaware corporation, having its principal
office at 100 Park Avenue, New York, N.Y. (hereinafter referred to as
"Ethyl") 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 a branch or division known as
the Kettering Laboratory in the Department of Preventive Medicine and
Industrial Health in the Medical College (hereinafter called the "Laboratory")
which has the facilities to make studies and conduct research in various fields
including the toxicity and mode of action of certain chemical products,
industrial medicine and hygiene, and air and water pollution and,

WHEREAS, Ethyl is interested in and desires that systematic
and thorough study and research be conducted in such of these fields as
shall be agreed upon from time to time between the parties hereto,

IN CONSIDERATION OF THE MUTUAL PROMISES HEREINAFTER SET FORTH,
IT IS AGREED:

(1) The Laboratory and Ethyl shall from time to time agree in
writing upon the nature and extent of the specific study and research
work which the Laboratory is to perform for Ethyl. Such work shall be
carried out within the limits of the Laboratory's available facilities
and in accordance with the best known methods and procedures.

(2) The Laboratory shall have full and complete charge of planning
and carrying out the projects agreed upon and in carrying out this work the
Laboratory shall be considered an independent contractor and all members
of its staff and employees engaged in the work hereunder shall be at all
times under its sole supervision and control.

(3) The estimated maximum annual cost to Ethyl of each project shall be determined and agreed upon by the parties. Each quarter the Laboratory shall accumulate and report to Ethyl the actual cost incurred for each project chargeable to Ethyl based upon sound accounting practices in order to determine the total cost of the work performed by the Laboratory for Ethyl. Ethyl shall have the right to review from time to time the accounting method used by the Laboratory in computing the costs of Ethyl projects. The Laboratory agrees to advise Ethyl of any indicated change from the original estimated maximum cost as soon as such information becomes known.

(4) For the purpose of providing the Laboratory with adequate working funds Ethyl agrees to pay to the University 50% of the agreed-upon estimated maximum calendar^{year} cost of each project when each project is commenced and the balance at such time or times as shall be mutually agreed upon. Any funds advanced by Ethyl in excess of the total cost of each project are to be refunded to Ethyl unless the parties agree that such funds shall be applied to the continuance of other work.

(5) The Laboratory agrees to prepare and furnish periodically to Ethyl confidential reports of the progress of the work as well as a written report of the findings made in connection with the work performed hereunder and to provide Ethyl's representative access at all reasonable times to places where the work hereunder is being carried on, and to all reports prepared and records kept by the Laboratory containing data and results relating in any way to the work performed hereunder. The University shall have the right to disseminate for the public good information obtained hereunder provided, however, that before the issuance of any publication the manuscript thereof will be submitted to Ethyl for criticism and suggestion.

(6) All inventions and/or discoveries made by employees and/or other representatives of Ethyl in relation to materials or products submitted by Ethyl for study in the field of this agreement, and all patent rights in and to the products compounded by Ethyl for testing pursuant to this agreement shall remain the property of Ethyl, and neither the Laboratory nor the University shall claim any rights thereto. Ethyl shall make no claim to patent rights covering inventions and/or discoveries made by employees and/or other representatives of the Laboratory or the University relating to methods of testing compounded products submitted by Ethyl or relating to compounded products invested or discovered by the employees and/or other representatives of the University within the field of this agreement, except that Ethyl shall be granted a royalty-free non-exclusive license (a) to use the methods of testing and (b) to manufacture, use and sell or to have manufactured for its account by others and to sell any such compounded products, the discovery and/or invention of which methods of testing and/or compounded products originated or resulted from the prosecution of the work performed under this agreement.

(7) The Laboratory and its employees shall not disclose to others nor use for purposes other than carrying out the work hereunder, information and know-how given to it by Ethyl or its employees without first obtaining the written consent of Ethyl.

(8) The name of the University or of the Laboratory or of any member, officer or employee of the University or Laboratory shall not be used in any advertising matter at any time during the progress of the work or thereafter.

(9) The term of this agreement shall commence on October 1, 1961 and terminate on December 31, 1962, provided, however, that said term shall

be automatically renewed from year to year, with such modifications as the parties may agree upon, unless either party hereto shall, at least three (3) months prior to the termination of any yearly term, give written notice to the other part of its intention to terminate the same at the end of such year, but no such termination shall apply to any project then in progress hereunder.

(10) The agreement may not be assigned, in whole or in part by either party, without the written consent of the other party, and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, except as aforesaid.

This agreement cancels and supersedes the Agreement between the parties dated December 31, 1948, provided, however, that the rights and obligations of the parties and their respective employees under paragraphs 4, 6 and 7 of said Agreement shall survive the cancellation of said Agreement and shall not be superseded by this agreement.

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

ETHYL CORPORATION

By (sgd) W. R. PERDUE^o Jr.
Vice President

UNIVERSITY OF CINCINNATI

By (sgd) RENTON K. BRODIE,
Renton K. Brodie, Chairman
Board of Director

By: (sgd). RALPH C. BURSIEK
Ralph C. Bursiek, Clerk
Board of Directors

October 12, 1961

Mr. W. R. Perdue, Jr.
Ethyl Corporation
100 Park Avenue
New York 17, New York

Dear Mr. Perdue:

At the request of Doctor Kehoe, I have pleasure in enclosing herewith the agreement between Ethyl Corporation and the University of Cincinnati which has been duly executed by the Board of Directors.

Very truly yours,

S. Skora, Secretary to
Dr. Robert A. Kehoe

Enclosure - Agreement

KE 0012747

October 11, 1961

Stanley Dorst, M.D., Dean
College of Medicine
University of Cincinnati

Dear Doctor Dorst:

At the request of Doctor Kehoe, I have pleasure in
enclosure herewith a copy of the agreement between
the University and Ethyl Corporation.

Very truly yours,

S. Skora, Secretary to
Dr. Robert A. Kehoe

Encl - Agreement

RE 0012748

UNIVERSITY OF CINCINNATI
(INTERDEPARTMENTAL CORRESPONDENCE SHEET)

Dr. Robert A. Kehoe

From

Lorrayne G. Stork

Date

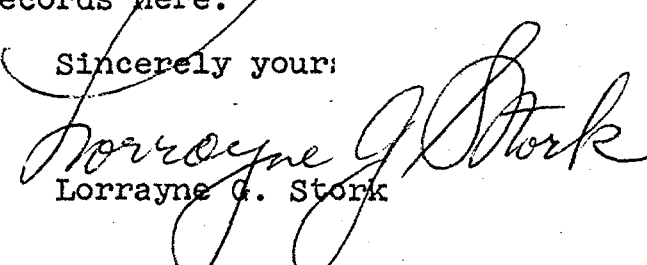
October 4, 1961

Dear Dr. Kehoe:

We are returning a copy of the Agreement between Ethyl Corporation and Kettering Laboratory for research as covered in the Agreement.

This has been signed by the Chairman and Clerk of the Board of Directors and one copy has been retained for our records here.

Sincerely yours:


Lorrayne G. Stork

LGS:cm

Enclosure

cc - Dean Dorst

KE 0012749

cc: Messrs. F. J. McNally
F. Princi
F. P. Warne

ETHYL CORPORATION

100 PARK AVENUE BUILDING AT 41st STREET

NEW YORK 17, N. Y.

August 25, 1961

Dr. Robert A. Kehoe
The Kettering Laboratory
Eden and Bethesda Avenues
Cincinnati 19, Ohio

Dear Bob:

We have finally gotten the proposed new contract with the University ready for signature and I enclose herewith two copies which I have executed on behalf of the Company. I would appreciate it if you would arrange for the necessary signature by the University and return one copy to me. You will notice that I have provided for this agreement to go into effect on October 1 of this year. The initial stated term will be for fifteen months through 1962, and then the contract is automatically renewed from year to year until previously cancelled on three-months' notice. The commencement date of October 1 will give lead time for any questions involved in converting over from the present contract basis.

Sincerely yours,



W. R. Perdue, Jr.
Vice President

WRP/d

Enc. (2)

*2 copies forwarded to Dean Doud with letter of
acknowledgment to Dr. Perdue - Sept 9 1961*

KE 0012750

September 9, 1961

Dr. Stanley Dorst
Dean, College of Medicine
University of Cincinnati
Cincinnati 21, Ohio

Dear Dean Dorst:

I am forwarding to you two copies of an agreement, between Ethyl Corporation and the University, which has been the subject of discussion between the Executives of the Corporation and myself from time to time. In as much as there has been no burning need to execute such an agreement, the matter has been allowed to hang fire for some time. Mr. Perdue of Ethyl Corporation has believed it to be desirable, however, to have a written agreement that would supersede all other understandings or documents (with the exceptions noted in this agreement), and I have been glad to comply with his wishes.

There were certain provision, at first, which were unacceptable to me, so that the present document differs appreciably from Mr. Perdue's initial draft. All of the difficulties have been resolved, however, so far as I can see, and I believe the agreement in its present form is satisfactory. If you or Mr. Bursiek have any doubts or questions about any point or points, I shall be glad to discuss them with you or him.

I am sending an extra copy of this letter, marked to the attention of Mr. Bursiek, for your convenience, if you wish to use it in forwarding the agreement to him. Since there are only two signed copies, one for the University and one for Ethyl Corporation, I'll provide extra copies for your office and mine, if the copy for Ethyl Corporation is returned to me after its consideration by the Board of Directors, if it meets with approval in its present form. Otherwise, I shall provide Mr. Perdue with any comments or suggestions or questions which arise concerning it.

Sincerely yours,

KE 0012751

June 6, 1960

Mr. Frederick P. Warne
Ethyl Corporation
100 Park Avenue
New York 17, New York

Dear Fred:

I return to you, herewith, the draft of the agreement with the University of Cincinnati, which to me seems to be satisfactory with one possible exception. This exception relates to a very minor point which would not concern any of the present individuals on either side of the agreement. It might be open to misunderstanding later, however, and therefore, it may be wise to deal with it now. I refer to line five (5) of your third paragraph, designated as (3) on page 2. I suggest that the word "industrial" be inserted between "other" and "organization." The reason for this is that we are more or less obligated to give special consideration to the problems of the City of Cincinnati that lie in our province, and to those of the University of Cincinnati of the same type. We contribute some services gratis to this medical center, if for no other reason that we must cultivate our professional relations within local medical and educational circles. We make every effort to do this without squandering our resources, but I cannot deny that there is a degree of favorable treatment here that cannot, in the nature of things, be extended to our industrial sponsors. The latter have not been kept in the dark about these matters in the past, nor will they be in the future, and in my view the situation need not be recognized in this agreement. The additional word which I have suggested will merely state a little more precisely what seems to me to have been your intent.

I have spoken to Mr. Ralph Bursiek about these matters. If your final draft of this gets to me before next Saturday, I'll forward it to him with my recommendation. If it does not there is every reason for dealing directly with the University. My office will forward your final draft and after that Mr. Bursiek can deal with you directly.

Sincerely yours,

Robert A. Kehoe, M. D.

RAK:ss

cc: Mr. Ralph C. Bursiek

KE 0012752

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ETHYL CORPORATION

100 PARK AVENUE BUILDING AT 41ST STREET

NEW YORK 17, N. Y.

LAW DEPARTMENT

June 3, 1960

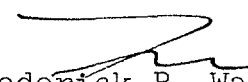
Dr. Robert A. Kehoe
Kettering Laboratory
University of Cincinnati
Eden Avenue
Cincinnati 19, Ohio

Dear Dr. Kehoe:

In connection with our proposed donation to the expansion of the Kettering Laboratory I am enclosing herewith a draft of a suggested paragraph for inclusion in our letter offering the contribution, dealing with the use of Kettering Laboratory facilities for the Ethyl Medical Department.

Please let me know if the enclosed draft is satisfactory or tell me of any changes you would like to make. I will then rewrite the letter including the new paragraph, will have it signed by Mr. Turner and will send it to you for execution by the University. I think it would be desirable if we could accomplish all this prior to your departure for Europe.

Yours sincerely,


Frederick P. Warne
General Counsel

Encl

KE 0012753

DRAFT 6/3/60.

4. The Kettering Laboratory will continue to make available for the use of the Medical Department of Ethyl Corporation without charge an amount of space at least equivalent to that now so used, for a period of 10 years; provided, however, that if at some future time the Ethyl Medical Department shall not comprise one or more individuals having some association with the Kettering Laboratory the parties will endeavor to negotiate a new arrangement equitable and advantageous to each.

May 17, 1960

University of Cincinnati
Cincinnati
Ohio

Gentlemen:

We propose to contribute the sum of \$175,000 for the planned expansion of the Kettering Laboratory upon the following terms and conditions:

- (1) Our total contribution of \$175,000 will be made in installments according to the following schedule--

\$25,000 Upon acceptance by you of the terms and conditions set forth in this letter.

\$50,000 When you have certified to us that you have received a total amount of \$375,000 toward expansion of the Kettering Laboratory.

\$50,000 When you have certified to us that you have received a total amount of \$750,000 toward expansion of the Kettering Laboratory.

\$50,000 When you have certified to us that you have received a total amount of \$1,125,000 toward expansion of the Kettering Laboratory.

- (2) The amount contributed by us and by others in accordance with the foregoing schedule will be used by the University for expansion of facilities of the Kettering Laboratory and this Laboratory will continue to be used for industrial medical research.

May 17, 1960

- (3) The Kettering Laboratory will conduct industrial medical research for Ethyl Corporation upon terms and charges not less favorable than those given to any other organization. Upon request by Ethyl, research projects for Ethyl shall receive priority in the use of facilities and personnel of the Laboratory up to 25% thereof; such priority, however, shall be subject to completion of any commitments existing when such request is made.
- (4) The Kettering Laboratory will continue to make available for the use of the Medical Department of Ethyl Corporation, without charge, for a period of not less than ten years, an amount of space at least equivalent to that now so used.

If the foregoing terms are acceptable, will you please so indicate by signing and returning the enclosed copy of this letter.

Yours very truly,

ETHYL CORPORATION

By:

W. A. Terdue, Jr.
Vice President

ACCEPTED on behalf of the
University of Cincinnati

1960

By: _____