

THIS AGREEMENT made and entered into this 5 day of January, 1963, by and between ETHYL CORPORATION, a corporation of the State of Virginia, duly authorized to transact business in the State of Louisiana (hereinafter referred to as "ETHYL"), and BARNARD AND BURK INDUSTRIAL CORPORATION, a corporation of the State of Louisiana, with offices in the City of Baton Rouge, Louisiana (hereinafter referred to as "CORPORATION").

WITNESSETH

WHEREAS, Ethyl, in connection with its present construction program has need of the services of engineers to assist in the engineering work and supplement its own general engineering staff; and,

WHEREAS, Corporation represents to Ethyl that it is in a position to furnish engineering services to Ethyl by assigning its personnel to work in conjunction with Ethyl's engineering staff at Ethyl's Baton Rouge plant, such services to consist of furnishing mechanical development draftsmen designers, mechanical, piping, structural, and electrical draftsmen designers, design engineers, project engineers, specification engineers, and if requested, a design leader and/or squad leaders and "material take-off" personnel; and further represents that it is in a position to furnish engineering services to Ethyl at Corporation's offices in Baton Rouge, Louisiana;

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

1.

Corporation 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 at Ethyl's Baton Rouge plant. 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 Corporation's engineering personnel without giving fifteen (15) days prior notice, Ethyl will pay Corporation an amount of money equal to two weeks straight time salary (as approved pursuant to Article 4 hereof) for each Corporation employee who as a result of such reduction no longer performs services hereunder, except and unless said Corporation employee continues in the employ of Corporation.

2.

During all such times as Corporation supplies engineering personnel assistance at Ethyl's Baton Rouge plant should Ethyl so request, it shall designate one of its employees furnished hereunder as "Design Leader". Said Design Leader shall be in charge of and responsible for the direction and coordination of work of the squad leaders and mechanical, piping, structural, and electrical draftsmen designers furnished. The Design Leader shall also be in general charge of the project engineers, specification engineers, development draftsmen designers, and material take-off personnel furnished and shall be Corporation's representative in

all matters pertaining to those parts of this contract dealing with engineering services which are to be performed at Ethyl's Baton Rouge plant. During periods of relatively low engineering activity when Ethyl does not desire the services of a resident "Design Leader", Corporation shall designate one employee to handle necessary work hours reports, etc. required for payroll and billing computations, etc. The direction and coordination of the work of the project engineers, specification engineers, mechanical development draftsmen designers, design engineers and material take-off personnel furnished hereunder shall, however, be the responsibility of Ethyl.

3.

It is distinctly understood and agreed that at all times during the continuance of this contract Corporation shall, for all purposes, be deemed and considered an independent contractor and any and all engineering personnel furnished hereunder by Corporation shall, for any and all purposes, be deemed and considered employees of Corporation and not of Ethyl.

4.

Prior to Corporation assigning any of its engineering personnel for services which are to be performed at Ethyl's Baton Rouge plant, it shall submit to Ethyl the employee's qualifications and salary and said qualifications and salary shall be subject to and require Ethyl's approval. Similarly, any increases in salaries given by Corporation to such employees must have Ethyl's prior approval. Corporation will remove from the performance of such engineering 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 engineering personnel furnished to perform services at Ethyl's Baton Rouge plant will be required to work a minimum of eight (8) hours per day for five (5) days per week. 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 the engineering personnel assigned to perform services at Ethyl's Baton Rouge plant with the working facilities deemed necessary by Ethyl, but Ethyl will not furnish drafting tools. Such tools are to be supplied by Corporation or by its employees at Corporation's election.

7.

As full compensation for the services rendered, performed, and furnished hereunder at Ethyl's Baton Rouge plant, Ethyl agrees to:

(a) Reimburse Corporation the total amount of all salaries which it has paid on the basis of a forty hour straight time work-week for time actually worked, to the engineering personnel performing services under this agreement;

(b) Reimburse Corporation that part of the total salaries which it has paid to engineering personnel performing services under this agreement for

work actually performed in excess of forty hours per week in accordance with the following: Such reimbursement will be the employee's straight time rate times the number of overtime hours worked, except that when Corporation by reason of the Wage and Hour Law is required to pay time and one-half for hours worked in excess of forty hours per week, Ethyl will reimburse Corporation for hours worked in excess of forty hours per week at one and one-half the employee's straight time rate times the number of overtime hours worked.

(c) Pay Corporation to cover its profit, overhead, insurance, employment taxes, and other cost, a fee equal to fifty per centum (50%) of straight time pay rate for all hours actually worked. No fee shall be paid on any premium portion of overtime rates.

(d) In computing salaries under paragraph 7 (a) provided an employee of Corporation has performed services hereunder on Ethyl's regular 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 straight time work, on all days which are officially designated as Ethyl Baton Rouge plant holidays. If contract holidays occur during scheduled vacation, the requirement for performance of work by the employees on Ethyl's regular scheduled work days immediately before and immediately after the holiday will be waived, provided said scheduled work days likewise occur during the scheduled vacation. 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. Salaries paid by Corporation to its employees on any other holidays will not be reimbursed by Ethyl. If a Corporation employee has performed services hereunder on the regular 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 during which services were actually performed equivalent to the employee's straight time rate of pay but in computing fee thereon such hours will be considered as overtime. Straight time fee of fifty per cent (50%) will apply to holiday time presumed to have been worked.

(e) 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 Corporation.

8.

(a) Corporation will also perform for Ethyl at Corporation's offices in Baton Rouge, Louisiana, furnishing all supervision, direction, coordination, materials and supplies required, such engineering services and consulting engineering services as are requested by Ethyl. In the event Ethyl avails itself of such engineering services and consulting engineering services, it shall pay Corporation

for the services the sum of the following fixed hourly rates:

Classification	Hourly Rates
Engineer in Charge	$10.00
Group Leaders	9.25
Checkers, Senior Designers, Specification Writers and Estimators	8.50
Designers and Senior Draftsmen	7.75
Junior Designers and Draftsmen	6.75
Stenographer-Clerk	4.75
Reproduction of drawings by the ammonia process	0.05 per sq.ft.

These rates include wages, salaries, vacation pay, holiday allowance, sick leave, travel expenses, payroll taxes, and insurance premiums which are a function of payroll, such as workmen's compensation, public liability and property damage insurance, cost of all materials, drafting and engineering supplies (except tracing cloth which Ethyl will furnish), overhead and profit.

(b) If Corporation in the performance of engineering work for Ethyl at Corporation's Baton Rouge offices, makes use of personnel which it has assigned to work at Ethyl's Baton Rouge plant, Ethyl shall pay Corporation for the time spent by such personnel on the basis of approved straight time salary reimbursement plus a fee of fifty per cent (50%) thereof. This basis of paying Corporation for the engineering services performed by such personnel shall be in lieu of the rate schedule in subparagraph (a) above, it being the intention of the parties that the hourly rate schedule shall not apply when Corporation's personnel regularly assigned to work at Ethyl's Baton Rouge plant perform services on Ethyl's work at Corporation's Baton Rouge office.

(c) Sums due under this Article 8 will be paid by Ethyl within ten (10) days after audit and review by Ethyl of itemized invoices submitted by Corporation at the end of each month.

9.

All engineering personnel furnished 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, Corporation will carry the following forms of insurance at its own expense, said insurance to be arranged in the name of Corporation and in the name of Ethyl Corporation 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 any Public Liability and Property

Damage claim that might arise from the operation hereof regardless of whether such operation be by Corporation or by any person directly or indirectly employed by it. 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 in the policy, it will be changed to read "occurrence" as respects bodily injury liability. 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 Corporation 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 Corporation or any persons directly or indirectly employed by it. 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) 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 Supervisor, Box 341, Baton Rouge, Louisiana, 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 or any material change in these policies will be given to the Ethyl Corporation, Attention Insurance Supervisor, Box 341, Baton Rouge, Louisiana, as evidenced by return receipt of registered mail." Corporation 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 contract, Corporation will 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. Corporation 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 Corporation and its personnel certain drawings, tracings, and other information and "know-how" which are required in connection with the work. Corporation hereby agrees that all information and know-how released to it by Ethyl hereunder, whether in the form of drawings or tracings or otherwise,

will be held confidential and will not be made known to others without Ethyl's written consent. All tracings, prints, specifications, etc., prepared by Corporation and all drawings, tracings, prints, and other information furnished to Corporation 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.

Corporation 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 Corporation 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 matter in which Ethyl may have or may develop an interest made or conceived by personnel of Corporation 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 Corporation 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 matter in which Ethyl may have or may develop an interest, Corporation will make the fact of

such discovery known to Ethyl as soon as it becomes known to Corporation. Corporation further agrees to request and use its best efforts in securing patent assignments to Corporation by its employees who perform services on work authorized herein, and agrees to assign to Ethyl any rights which Corporation might have to any invention or discovery under the above conditions. The application for letters patent shall be made at the expense of Ethyl.

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

To Barnard and Burk Industrial Corporation:

"In consideration of the remuneration paid me by Barnard and Burk Industrial Corporation, 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 Industrial Corporation, 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 Industrial Corporation, and relating in any manner to any assignments given to my employer by Ethyl shall become the absolute property of Barnard and Burk Industrial Corporation;

"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 Industrial Corporation;

"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 Industrial Corporation, 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 Industrial Corporation 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 the Ethyl Corporation and Barnard and Burk Industrial Corporation. 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 Industrial Corporation, and Ethyl Corporation before using or divulging the information in question to others outside Barnard and Burk Industrial Corporation.

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

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

_____
Employee

Place_____

Date_____"

The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 1963, and extending through December 31, 1963. Ethyl shall have the right to cancel this agreement at any time by giving Corporation sixty (60) days' written notice of such cancellation.

Ethyl and Corporation 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 Corporation 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.

_____

_____

BARNARD AND BURK INDUSTRIAL CORPORATION

By (S)
J. S. Burk

_____

_____

ETHYL CORPORATION

By (S)
A. C. Burdick, Jr.
Chief Engineer

ETHYL CORPORATION

INTER-OFFICE

To	Mr. H. A. Savage	Address	New York
From	C. A. Kyle	Address	Baton Rouge
Subject	Barnard & Burk, Inc. Engineering Services - 1963	Date	March 21, 1963

Executed copy of referenced agreement is enclosed for your files. Conformed copies are being forwarded to:

W. F. Armstrong
A. C. Burdick
C. E. Colvin
R. H. Cowlishaw
G. F. Kirby
W. R. Perdue, Jr.
G. S. Roberts
F. P. Warne

C. A. Kyle

CAK:sjh
Encl.

E-08591