



2-3 Louisiana
11/4/82

Interoffice Communication

To E. S. Wackerbarth, Houston
From R. J. Carlson, Ponca City
Date September 30, 1982
Subject Secrecy Agreement - Engineering Science Inc.

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In response to your note of September 29, 1982, I have drafted a suitable form of secrecy agreement for Engineering Science to be used in the event they are given access to Conoco's confidential file information. Please note that the address block needs to be completed and an EPA Contract Number should be filled in at the end of the initial paragraph.

R. J. Carlson
Senior Patent Attorney

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enc.

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VEU-267170



Conoco Inc.
P.O. Box 1267
Ponca City, OK 74601

Engineering-Science Inc.

Gentlemen:

It is our understanding that Engineering-Science Inc. (hereinafter "ESI") desires to have access to a certain file maintained by the U.S. Environmental Protection Agency (hereinafter "EPA") at the EPA Regional Office in Dallas, Texas, and related to Section 114 of the Clean Air Act, which file contains confidential information of Conoco relating to its VCM manufacturing facilities located in Lake Charles, Louisiana. It is further understood that access to these files is for the purpose of conducting a review pursuant to a contract with the EPA (Contract No. _____).

We are willing to permit the EPA to allow ESI access to Conoco's confidential information contained in the EPA files under the following terms:

1. "Confidential Information" shall mean all information relating to the above-mentioned facility contained in EPA files and marked "CONFIDENTIAL" which is revealed to ESI by EPA, directly or indirectly, except to the extent ESI can demonstrate that the same (a) is in its possession prior to disclosure without binder of secrecy as shown by competent documentary evidence, (b) is then or later becomes part of the public domain through no fault of ESI, or (c) is thereafter received by ESI from a third party without binder of secrecy and who has not directly or indirectly derived the same from Conoco; provided that information disclosed to ESI under this Agreement which is specific, e.g. as to engineering and design practices and techniques, equipment, products, operating conditions for treating specific materials, and the like, shall not be considered to be within the foregoing exceptions merely because they are embraced by general disclosures in the public domain or in ESI's possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in ESI's possession, but only if the combination itself and its principle of operation are in the public domain or in ESI's possession.

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2. ESI agrees not to disclose Conoco's Confidential Information to third parties not already under like binder of secrecy from Conoco, and not to use the same except for the purpose noted above.
3. ESI shall limit access to Conoco's Confidential Information to those employees as necessary to carry out the work required under its EPA contract and to whom ESI shall have advised of the confidential nature thereof and of the confidentiality obligations of this Agreement.
4. ESI agrees to label as "Confidential" all Conoco Confidential Information which is included in any written document provided to EPA in connection with its above-mentioned EPA contract.
5. Upon completion of the above-mentioned EPA contract, ESI agrees to return any and all documents containing Conoco Confidential Information to EPA.
6. This Agreement shall not be construed to grant you any license or other rights except as noted herein.

If the foregoing meets with your approval, please indicate your acceptance of these conditions by having your authorized representative sign and return to us the enclosed copy.

CONOCO INC.

By _____

Title _____

Date _____

Accepted and Agreed:

ENGINEERING-SCIENCE INC.

By _____

Title _____

Date _____

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