

STANDARD OIL COMPANY
(Incorporated in New Jersey)

30 Rockefeller Plaza
New York 20, N. Y.

April 26, 1948

Memorial Hospital
444 East 68th Street
New York, New York

Attention: Dr. C. P. Rhoads

Gentlemen:

In accordance with discussions between Dr. J. P. Holt and Dr. C. P. Rhoads and Dr. W. E. Smith, we are writing to outline the basis for cooperation between us in the biological studies that you are carrying out on certain petroleum samples.

It is our purpose to have this letter serve as the basis for cooperations concerning studies that you have been carrying out for us during the past few years, and the new studies that you plan to get underway in the very near future. As agreed upon from time to time in the future, we will furnish you with sums of money to be used in carrying out experimental studies on the biological properties of certain petroleum products as are mutually agreed upon from time to time.

It is our understanding that our representatives will have the right of observing and studying at the Hospital, any equipment, process, tests or studies utilized or made in connection with these investigations and the results of your studies will be reported to us periodically, and in certain instances, as frequently as each month. Although information to be furnished to your staff

and the results of the studies are confidential and not to be disclosed without our consent to persons other than those actually engaged in the study of this problem, it is appreciated that such results may be of public and medical interest and it is understood that you reserve the right to have members of the staff of Memorial Hospital publish the results of these investigations which are of public or medical interest, but that before any of the scientific results obtained in these studies are so published, a copy of the material to be published will be submitted to us for approval or criticism, a sufficient length of time before publication to give us an opportunity to make comments and suggestions in regard to it. It is also understood and agreed that this company, or its affiliated companies, will not be named, or otherwise identified, in connection with such published results without our, or their, consent.

It is further understood and agreed that we have no control over the tests conducted or work done in making these studies and that you agree to assume full responsibilities for the performance of the tests and the work done in making these studies, and that you agree to hold us harmless in respect of all claims or demands made against us on account of injuries suffered or damages done in the conducting of these tests or the doing of this work.

It is not contemplated that any patentable inventions will be made by your staff in these studies and work. However, it is understood that if any patents are obtained covering the invention made in such studies or work, which patents are directly or indirectly owned or controlled by you, we and our affiliated companies shall have

an irrevocable, royalty-free license under such patents.

If the above is in accordance with your understanding, please so indicate by signing and returning to us the duplicate copy of this letter whereupon this letter shall become an agreement with us on behalf of ourselves and our affiliated companies to that effect.

Very truly yours,

(sgd.) R. C. Page, M.D.

R. C. Page, M.D.

ACCEPTED AND AGREED TO

MEMORIAL HOSPITAL

By _____